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ABSTRACT

Twelve collective bargaining agreements between selected community colleges in Oregon and their respective faculty associations are presented, representing contracts in effect in 1987. Contracts for the following colleges are provided: Blue Mountain Community College, Central Oregon Community College, Chemeketa Community College, Clackamas Community College, Clatsop Community College, Linn-Benton Community College, Mt. Hood Community College, Portland Community College, Rogue Community College, the Southwestern Oregon Community College District, and Treasure Valley Community College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; association and management rights; rights and responsibilities of employees; fringe benefits; salaries; placement and advancement; the calendar year; sick leave; paid and unpaid leaves of absence; dues and payroll deductions; college governance; faculty evaluation and personnel files; grievance procedures; academic freedom; copyrights and patents; tuition waiver; reduction in force; no strikes or lockouts; and scope, effect, and term of agreement. Some agreements include articles on such subjects as political and parental leave, jury duty, nondiscrimination, assignments of summer and evening courses, early retirement, and funding. Salary schedules and procedural information are appended to many of the agreements. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF OREGON TWO-YEAR COLLEGES

Collected by the

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COLLECTIVE BARGAINING AGREEMENT

between

BLUE MOUNTAIN COMMUNITY COLLEGE

and

BLUE MOUNTAIN FACULTY ASSOCIATION

July 1, 1986 -- June 30, 1987

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PREAMBLE

This Agreement is entered into between the Board of Education on behalf of Blue Mountain Community College, herein referred to as the "College" or "Board," and the Blue Mountain Faculty Association, herein referred to as the "Association." The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to, but not limited to, salaries, hours, and conditions of employment.

ARTICLE 1 - RECOGNITION

A. The College hereby recognizes the Association as the exclusive representative of the full-time professional staff of the College, excluding supervisory and confidential employees and employees hired for a specific period of time under special state and federal programs.

B. The term "instructor," "member," or "employee" when used in this Agreement shall refer to all employees in the bargaining unit, as defined in Section C of this Article. All pronouns shall include both male and female persons.

C. For purposes of defining the bargaining unit, "full-time instructor" shall mean all employees engaged in teaching at least twelve (12) credit hours, sixteen (16) contact hours or employed on a full-time probationary or regular basis engaged in professional counseling or library science, and who are employed two (2) successive terms. Employees engaged in "individualized instruction" in the Basic Skills Center may exceed fifteen (15) hours of employment per week without becoming members of the bargaining unit.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Except as amended by this Agreement and applicable state law, it is recognized that the College has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees.

B. Without limiting the generality of the foregoing, and except as limited by this Agreement, it is expressly recognized that the College's operational and managerial responsibility includes:

1. The right to determine location of the schools and other facilities of the College.
2. The determination of the financial policies of the College, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.
3. The determination of the management, supervisory, or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management, or administrative positions.
4. The maintenance, control, and use of the College property and facilities.
5. The determination of safety, health, and property protection where legal responsibility of the Board or other governmental unit is involved.
6. The right to enforce policies, rules, and regulations now in effect and to establish new policies, rules, and regulations from time to time not in conflict with this Agreement.
7. The direction and arrangement of all the working forces, including the right to hire, suspend, discharge, or discipline employees.
8. The creation, combination, modification, or elimination of any teaching position, except as restricted by other provisions of this Agreement.
9. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgments of employees' performance.
10. The approval and authorization of the subjects to be taught.
11. The right to schedule classes and assign workloads.

C. Except as limited by the terms of this Agreement, there shall be no restriction of the right of the College to contract or subcontract work or to continue in existence any of its present programs.

ARTICLE 3 - ASSOCIATION RIGHTS

A. Information

Upon written request, the Board agrees to furnish to the Association available, factual, public, nonconfidential information necessary for its functioning as exclusive bargaining representative.

B. Association Activities

Employees shall not participate in Association activities during their regular working hours, if it would interfere with the regular work day. However, employees may attend College authorized Faculty Association meetings or grievance proceedings where the employee's presence is required by the College.

C. Use of College Facilities

The Association and its representatives shall have the right of access to College buildings for the purpose of Association business, providing that such use shall not interfere with nor interrupt normal College operations. Arrangements for such use shall be made in accordance with the usual facility reservations procedure.

D. Use of School Equipment

The Association shall have the right, for the purpose of faculty business, to use College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association will provide its own paper, stencils, and other materials. The Copy Center costs will be charged to the Association.

E. Association Announcement

Upon written request, an Association representative may be allowed to make a brief announcement at the end of a faculty meeting.

F. Board Meeting Agenda and Minutes

The Association shall be provided an agenda for each Board meeting and one copy of official Board meeting minutes, whenever possible.

G. Notification of Association Officers and Bargaining Unit Members

Any notices, filings, or other contacts required or allowed in this Agreement shall be with the President in behalf of the Board, and the President of the Association on behalf of the Association. The Association shall notify the President in writing no later than the 15th of September of each school year as to the names of all officers of the Association. In the event of a vacancy in officials of the Association, the Association will notify the President in writing of the name(s) of the new officers within ten (10) days after that vacancy is filled. The Association will be provided a list of names and addresses of all members of the bargaining unit. Such list will be updated on an annual basis.

H. Representatives at Public Budget Meetings

The Association shall be allowed to have representatives present at all public budget meetings.

I. Notification of Vacant Positions

Prior to the public announcement of the opening of a new or existing position, the employer shall post notice on specified college bulletin boards of the availability of the position, the qualifications necessary, and the approximate date the position will be available, whenever practicable.

J. The Board and the Association agree to meet for the purpose of discussing contract administration once per term, should such a meeting be requested by either party. Such meetings will be scheduled in a timely manner with a time and place specified jointly by the parties. Other meetings may be held at any time with mutual consent of both parties.

ARTICLE 4 - INSTRUCTIONAL FREEDOM

The instructor is entitled to freedom in the classroom in discussing the subject.

ARTICLE 5 - INSTRUCTIONAL MATERIALS

Instructors will select the appropriate textbooks and other instructional or informational materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College.

ARTICLE 6 - PERSONAL LIFE

The College recognizes that the personal life of the employee is not an appropriate concern of the College except to the extent that such activity affects the employee's ability to do his job.

ARTICLE 7 - PERSONNEL FILES

The official files on all employees are confidential and shall be kept by the College. No material shall be placed in an instructor's personnel file unless the instructor has seen it. Materials not seen by the instructor shall not be used in any way for purposes of evaluation, disciplinary action, nonrenewal, or dismissal. An employee may attach a rebuttal to materials or add relevant materials of his choosing. Faculty members may desire to consult with the College from time to time with respect to what materials should be retained in their file. Materials may be expunged from the file by mutual consent of the College and the employee.

ARTICLE 8 - OWNERSHIP OF MATERIALS, PROCESSES, OR PRODUCTS DEVELOPED BY EMPLOYEES

The ownership of any materials, processes, products, or inventions developed solely as a result of the individual efforts and expense of an employee or employees shall vest in such employee or employees and be copyrighted, if at all, in his, her, or their name(s).

The ownership of any materials, processes, products, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in its name.

In those instances where materials, processes, products, or inventions are produced by an employee or employees with College support, by way of use of significant personnel time, facilities, or other College resources, the ownership of the materials, processes, products or inventions so produced shall vest in and be copyrighted by, if at all, the persons and/or parties designated by a written agreement between the employee or employees who produced the same and the College, whether such agreement is obtained prior to or after the production of such materials, processes, products or inventions; provided, however:

A. That if such employee or employees gave prompt notice to the College about the material, process, product or invention after first becoming aware that he or she was going to undertake the development of same or upon becoming aware that he/she had in fact developed the same, whichever shall first occur, and after good faith efforts by both parties to reach such a written agreement proved to be unsuccessful, the ownership and respective interests of the parties shall be determined by a court of competent jurisdiction.

B. That if such employee or employees failed to give prompt notice to the College, as set forth above, or such employee or employees failed to employ or to put forth a good faith effort to reach such mutual written agreement, the ownership of such material, process, product or invention shall vest in the College.

ARTICLE 9 - SELECTION OF APPLICANTS

It is agreed that employee involvement in the selection process of new employees in the bargaining unit is desirable to the well being of the College. Unless impractical to do so, the Board shall not exercise final discretion regarding the selection of full-time employees in the bargaining unit until:

A. Members of the affected department have been provided an opportunity to screen applications at a reasonable time and place to be determined by the College, and

B. Candidates have been interviewed by appropriate employees in the bargaining unit and administrative staff.

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ARTICLE 10 - TUITION WAIVER

Employees are authorized to enroll in any Blue Mountain Community College classes, including adult education classes, at no cost to the individual. All tuition charges shall be waived for full-time employees and their legal dependents who are living at home.

Spouses of full-time employees are eligible providing they are not separated. A dependent is defined as: (1) one who lives at the home of the employee, or (2) who is a child of the employee not over 22 years of age, regardless of residency; and, in either case, who depends upon the employee for more than fifty percent (50%) of his/her support.

This tuition waiver is subject to the availability of room in the classes and subject to adequate enrollment of other students in the class during summer session and evening classes. This tuition waiver is a waiver of tuition only and does not waive the payment of "ASBMCC" fees or other special class fees. Students enrolled under this waiver are not entitled to mileage equalization payments.

ARTICLE 11 - USE OF COLLEGE FACILITIES

Employees shall be allowed use of the College facilities free of charge during normal operating hours providing such use is in accordance with College procedures and does not interfere with regular College programs.

ARTICLE 12 - GRADES

The responsibility for assigning grades rests with the individual instructor. However, a student may appeal for a change in grade in accordance with an appeal process established by the Board, provided that such appeal process shall contain provision for review and participation in the final decision by a disciplinary peer of the instructor.

ARTICLE 13 - COMPLAINTS

A. Except for complaints concerning alleged criminal activity of an employee, which are not covered by this Article, any complaint which in the judgment of the College requires investigation will, within six (6) days exclusive of Saturdays, Sundays or other holidays, be disclosed to the employee about whom the complaint was made.

B. When appropriate, the Dean of Instruction will encourage the complainant to informally discuss the complaint with the employee. If the complainant is not satisfied with this procedure, or the result therefrom, he/she may continue to pursue the formal complaint by signing a written statement of complaint and delivering it to the College. A copy of the formal complaint shall be delivered or mailed to the employee about whom the complaint was made within three (3) days of the time it was received by the College, whether or not the College ultimately elects to place it in the employee's personnel file.

C. The employee shall be notified of and have the right to attend, with a representative, a meeting with the administration and the complainant before any signed complaint is placed in his/her personnel file.

D. The employee will have an opportunity to respond to any formal complaint placed in his or her personnel file by the entry of a written response which shall also be placed in his/her personnel file.

E. Verbal or unsigned complaints or failure to follow the procedure described above, without existence of proof of good cause for such failure, shall cause the complaint to be dismissed with prejudice.

F. The provisions of Article 31-C (Employment Status) do not apply to the provisions of this article.

ARTICLE 14 - CURRICULAR OFFERINGS

Employees are encouraged to submit proposals for improvements in curriculum and counseling and instructional materials, methods and usage.

ARTICLE 15 - CALENDAR

The regular calendar year shall consist of one hundred eighty (180) contract days. The Board will cause to be distributed to all members of the bargaining unit before the end of the school year a calendar for the following school year listing: starting and ending dates, paid holidays, unpaid holidays, days school is in session, and inservice days. Paid holidays shall be Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. The day after Thanksgiving shall be an unpaid holiday.

ARTICLE 16 - SALARY

A. Salary Schedule Index:

The College and the Association agree that the salary schedule index below shall be the official salary schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

Step	Index	Annual Salary
1	1.0000	$ 32,570
2	0.9600	$ 31,267
3	0.9216	$ 30,017
4	0.8847	$ 28,815
5	0.8493	$ 27,662
6	0.8154	$ 26,558
7	0.7824	$ 25,483
8	0.7514	$ 24,473
9	0.7214	$ 23,496
10	0.6925	$ 22,555
11	0.6648	$ 21,653
12	0.6382	$ 20,786
13	0.6127	$ 19,956
14	0.5882	$ 19,158
15	0.5646	$ 18,389

B. Career Salary

The career salary index base for the 1986-87 academic year shall be $32,570.

C. Salary Placement and Advancement

1. Any employee without a bachelor's or master's degree shall be placed on Step 15.

2. Any employee with a bachelor's degree or a journeyman's rating with four (4) years of work experience shall be placed on Step 14.

3. Any emloyee with a master's degree or a journeyman's rating with ten (10) years of work experience shall be placed on Step 13.

4. In addition, new employees shall receive credit for up to five (5) years of prior work experience as follows:

   a. Each year of college teaching experience shall be worth one (1) step

   b. Each two (2) years of teaching experience in kindergarten through grade 12 shall be worth one (1) step

   c. Each two (2) years of related work experience in the trade profession taught and not used for placement as outlined in Section 2 or 3 shall be worth one (1) step

5. Work experience shall be accumulative and all half-time or more experience for a half year or more shall be considered a full year of experience for initial salary placement.

6. Effective September 1 of each year all employees, except those on Step 1, shall receive a step increase.

D. Miscellaneous

1. The College shall pay the employee contribution to the Public Employes Retirement System for all eligible employees.

2. Employees in the bargaining unit employed less than full time will be paid a pro rata portion of the full-time salary.

3. Employees with earned doctorates shall receive an additional five percent (5%) of their standard contract salary each year, providing the earned doctorate is in the employee's teaching assignment at the College.

4. Department heads shall be paid in addition to their annual salary according to the following schedule:

   a. Five (5) or less instructors or no lab supervision - $1,000

   b. More than five (5) instructors and lab supervision - $1,500

   c. The dean of instruction may authorize additional department head pay for heads of category (a) departments where excessive department head responsibilities can be identified. Additional compensation shall not bring the total to more than $1,500.

5. Instructors employed more than one hundred eighty (180) days in an identical or similar assignment will receive compensation in proportion to the extra time required, based on a normal load at current salary. However, if the assignment is one that involves a substantially different duty assignment, then the instructor's compensation will be determined by mutual agreement between the College administration and the faculty member.

6. An additional bonus may be awarded to faculty members who are of outstanding value to the institution.

7. On January 30, 1987, all current employees who were on Step 1 during the 1984-85 year will receive a longevity bonus of five hundred dollars ($500.00).

8. Special premiums will be added as a percent of the instructor's base salary whenever necessary to meet competition or fill unusual openings on the staff.

E. Professional Incentive Fund

The College and the Association agree to the joint administration of a Professional Incentive Fund to be funded by the College in the amount of $22,500 for the year 1986-87. Appeals on funding applications that are denied can be made to the College President whose decision shall be final.

Funding applications that are denied are not subject to Article 32 (Grievance Procedure), in this Collective Bargaining Agreement.

ARTICLE 17 - FRINGE BENEFITS

A. For 1986-87, fringe benefits shall remain at the same benefit level that exists on June 30, 1986.

B. Effective with the September 1986 payroll, through and including August 1987 payroll, the College shall pay premiums for family medical, family dental, family vision, and employee group term life insurance of fifty thousand dollars ($50,000). However, the cost of all coverage will be paid at ninety-five percent (95%) by the College and five percent (5%) by the employee, except that the cost to the College shall not exceed a maximum payment of one hundred ninety dollars ($190.00) per month, per employee. The ninety-five percent (95%) paid by the College will be based on the minimum family coverage approved for each plan.

C. The College shall provide, without cost to the employee, Long Term Disability Income coverage equivalent or better than 1985-86 coverage for all employees in the bargaining unit.

D. Insurance carriers shall be selected by the Association, subject to approval by the Board.

ARTICLE 18 - EXTRA DUTY

A. Schedule

The College and the Association agree that the extra duty salary schedule below shall be the official extra duty salary schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

Activity Level	1	2	3	4	5
A	1576	1645	1712	1781	1851
B	1438	1506	1576	1645	1712
C	1299	1367	1438	1506	1576
D	1162	1229	1299	1367	1438
E	1024	1092	1162	1229	1299
F	884	954	1024	1092	1162
G	747	816	884	954	1024

B. Activity Levels

College approved activities shall be assigned the following levels for compensation:

A. Men's basketball coach and rodeo advisor

B. Director of instrumental music and director of vocal music

C. Wrestling coach and women's basketball coach

D. Baseball coach, men's track coach, volleyball coach, men's assistant basketball coach, and assistant rodeo advisor

E. Women's track coach and assistant wrestling coach

F. Men's tennis coach and women's tennis coach

G. Golf coach, cross country coach, livestock judging advisor, and all other assistant coaches

C. Miscellaneous

1. The extra duty salary schedule is based on all coaches carrying a full-time teaching load. Any reduction in teaching load for coaching duties will be made at the discretion of the College.

2. The amount of previous experience allowed new coaching personnel will be determined by the College.

3. Effective September 1 of each year all employees with extra duty assignments who are not on Step 5 of the extra duty salary schedule index shall receive a step increase.

4. In the event an individual is assigned similar men's and women's activities during the same period of time, then his or her compensation shall be seventy-five percent (75%) of the aggregate salaries of the positions assigned.

ARTICLE 19 - PAYROLL DEDUCTIONS

A. The College agrees to deduct regular Association dues from the salaries of its regular employees, as requested by the employee. Authorization to deduct Association dues or to revoke deductions will be honored when received in writing from the employee by the fifteenth (15th) of the month prior to the month deductions are to be made or discontinued. Pursuant to such authorization, the College shall deduct the dues in ten (10) equal deductions. Deductions authorized after the commencement of the fiscal year shall be prorated so that a pro rata amount will be deducted by the end of the fiscal year.

Prior to October 31, the College shall provide the Association with a list of the names of all members of the bargaining unit, as provided in Article 3 Section G. Such list shall also include identification of those bargaining unit members who are "Fair Share" objectors and identify the charity designated by such objector.

B. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the Association dues before this deduction will be made. All other legal and required deductions have priority over Association dues.

C. The Board shall deduct from the salary of each member of the bargaining unit who has not requested dues deductions under Section A an amount equal to the dues of the Blue Mountain Faculty Association/OEA/NEA in the same manner as that provided for members of the Association. Rights of non-Association of employees based on religious tenets or conscience shall be protected and such employees may pay the dues amount to a non-religious charity. The existence of such religious tenet or tenets, or conscience, shall be conclusively presumed from the execution of an affidavit, under oath, sworn before the College President, by such employee, containing at least the statements set forth in the following form. Such affidavit shall also designate the non-religious charity to which such contribution shall be made, which shall be conclusively considered as such in the absence of a written objection given by the Association to such member within ten (10) days of the filing of such affidavit form. In the event such objection is filed, and the employee and the association are unable to agree upon a non-religious charity within thirty (30) days following the giving of such objection, the dispute shall be settled by appeal to arbitration, as provided in step 3 of the grievance procedure set forth in this contract.

The affidavit form referred to above shall include not less than the following provisions:

"State of Oregon)
) ss.
County of Umatilla)

I,____________________________, being first duly sworn, depose and say: That I am an employee of Blue Mountain Community College, and am not a member of the Blue Mountain Faculty Association; I make this affidavit pursuant to Article 19, section C, of the Collective Bargaining Agreement between Blue Mountain Community College and the Blue Mountain Faculty Association, and for the purpose of stating under oath my basis for exercising my right to donate an amount equal to the dues of the Blue Mountain Faculty Association/OEA/NEA to a non-religious charity, as provided under said paragraph.

The non-religious charity to which I wish to contribute in lieu of dues to said Blue Mountain Faculty Association is____________, whose address or principal place of business to which such donations are to be made is____.

I do hereby swear, under oath, that I have held and do hereby hold: (Strike whichever following provision does not apply.)

1. A belief in the____ if reasonably and properly observed, dictates that I should not contribute to the activities of or financially assist the Blue Mountain Faculty Association/OEA/NEA, and that payment of dues directly to and for the benefit of said Associations by me would be a direct conflict with the teachings of any of my beliefs in said religion.

2. A personal, conscientious belief which is equivalent to a moral judgment or an ethical principle that will lead me to feelings of guilt if I permit direct payments of dues from my salary to the Blue Mountain Faculty Association/OEA/NEA; that my valid conscientious moral and ethical principles are directly related to my unwillingness to pay such dues to said Association, have existed prior to this time, and are not frivolously asserted herein. That my conscientious objection to the payment of such dues, and my desire to have an equivalent amount paid to a non-religious charity, is not limited solely to the Blue Mountain Faculty Association/OEA/NEA, but would be the same and applied in this identical manner regardless of the identity of the collective bargaining unit that represented the employees at said Blue Mountain Community College.

____
Name of Employee

Subscribed and sworn to before me this________day of____________,19__.

____
Notary Public of Oregon
My commission expires:__________ "

D. The Association shall indemnify and hold harmless the College from any claim, loss, or liability arising under Sections A and B of this Article including objections of nonmembers that the Association has made an illegal expenditure of fair share fees, or that the extent of the payroll deduction is unlawful. In the event of any action brought against the College connected with Sections A or B of this Article the College shall provide the Association notice of such action. Such notice shall be in writing and shall be effective when actually delivered in person to the President of the Faculty Association or when deposited in the United States mail, registered or certified, postage prepaid to the Oregon Education Association office. The College shall tender to the Association the defense of any claim and the Association agrees to accept the College's tender. As a condition to the Association's agreement to indemnify and hold the College harmless from any action under Sections A and B of this Article, the College agrees to fully cooperate with the Association and its designated counsel in the defense of claim. The College shall have no liability to the Association because of any claim, loss, or liability arising under Sections A and B of this Article.

E. The College agrees to deduct from the salaries of its regular employees, as requested by the employee:

1. Premiums for Board approved insurance and annuity programs
2. Contributions to the United Way
3. Payments to the credit union
4. Such other deductions as may be authorized by the Board

F. Salary will be paid in either ten (10) or twelve (12) equal installments as requested by the employee. The employee must notify the business office of his/her choice not later than eight (8) calendar days before the September payroll date. No change in payroll options will be permitted after that date.

1. An employee electing twelve (12) installments may request in writing that payment for June, July, and August be included on the June payroll and such request will be granted if received by the business office prior to June 1.
2. The June payday shall be the last faculty working day of the month.
3. An employee may request a draw against earned salary on the last faculty working day of December, provided that not less than one (1) week advance notice is given to the business office.

ARTICLE 20 - WORKLOAD

A. In addition to regular working hours and consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:

1. Employees shall spend time outside of working hours to the extent necessary for adequate preparation for instruction, student consultations, curricular functions, and other activities related to instruction as determined by the College.

2. Employees shall attend staff meetings when and as required by the College.

3. Employees shall adhere to their daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the College prior to the anticipated absence and/or late arrival or early leaving. Salary deductions will be made on a per diem basis or a pro rata share thereof for unapproved absence, late arrival, or early leaving.

B. The Board and the Association agree that faculty members have a right to a fair and equitable workload. In establishing workloads, the administration will attempt to avoid overloads, whenever possible.

1. Overload is defined as more than forty-eight (48) credit hours, or sixty-six (66) contact hours, over a three-term period.

2. In determining load for a quarter, an instructor may be granted, at the discretion of the Dean of Instruction, full load status despite not teaching either sixteen (16) credit or twenty-two (22) contact hours due to other circumstances such as number of preparations, travel, new courses, number of students, or other such factors for the purpose of determining overloads.

3. Payment for overloads will be made in the April payroll period unless other arrangements are approved by the appropriate dean.

4. If an employee is assigned an overload, the rate of pay for such overload will be 1.67 percent of the employee's salary per credit hour.

5. If overload pay is based on contact hours instead of credit hours, the ratio of pay for contact hours would be seventy-two percent (72%) of credit hour payment.

6. No instructor will be required to teach more than one (1) evening division course per term without his/her approval.

7. Whenever possible, faculty members shall not be assigned more than three (3) lecture preparations, nor more than five (5) total preparations in one (1) term, except where it would be detrimental to the student, the program, the faculty member's job, or where class enrollments are low.

ARTICLE 21 - EMERGENCY, PERSONAL, AND BEREAVEMENT LEAVE

A. Three (3) days of paid leave shall be granted for use in an emergency, or for personal commitments not of an emergency nature. Such leaves may be taken for personal, bereavement, or family reasons and shall not be used for Association business or to extend vacation or holiday periods. If at all possible, a faculty member will request such leaves in advance in writing to the appropriate dean. Such leaves shall not accumulate from year to year and shall be taken in not less than one-half (1/2) day increments.

B. An employee may be allowed up to one-half (1/2) day off with pay to attend a funeral. Professional staff should make arrangements with their dean. If time off exceeds one (1) day, the request should be filed on the regular "Request for Leave" form. In the event of a death in the immediate family, an employee will be allowed five (5) days of absence with pay, but any such days of absence in excess of three (3) days shall be charged against and deducted from any unused emergency/personal leave days. (Immediate family is defined as father, mother, sister, brother, wife, husband, children, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepchild, stepparent, or a more distant relative if living in the same household.)

C. If a faculty member has used his/her personal/emergency leave days to extend his/her bereavement leave, then additional emergency leave days may be granted at the discretion of the College President. Any such request to the President should be in writing, and the decision of the President will be final.

ARTICLE 22 - LEGAL LEAVE

An employee shall be granted leave with pay for service upon a jury, and in those instances where such employee is subpoenaed to appear as a witness in an instance where he/she is not a party in the litigation.

The employee's pay from the College shall be reduced by the amount the employee received for jury services or as a witness, excluding compensation for travel or expenses.

If the employee appears in court in his/her own behalf, he/she will receive no pay from the College.

During the period of time an employee is on jury duty or has been called as a witness (in a case in which he/she is not a party), he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for jury duty, or as a witness, if it is reasonably possible to do so.

ARTICLE 23 - WORKSHOPS AND CONVENTIONS

Leaves of absence to attend workshops, conventions, or professional meetings related to an employee's work may be granted upon application to the immediate supervisor.

ARTICLE 24 - ASSOCIATION LEAVE

The President of the College, upon written request, shall grant an aggregate of up to four (4) days' leave without pay for attendance at activities such as Association conferences or conventions.

ARTICLE 25 - SICK LEAVE

A. Faculty members absent from duty because of non-occupational illness or disability shall be compensated during absence in accordance with the following provisions:

   1. Sick leave will be accrued at one (1) day sick leave for each month worked, not to exceed twelve (12) sick leave days accrued per year.

   2. When a faculty member will be absent from work, he/she shall give notice to the supervisor or other person designated by the College to receive such notice. If the absence is for consecutive days, the supervisor must be notified of the probable date of return.

   3. An employee returning from any illness may be required to furnish a medical doctor's certificate of health prior to returning to work, in order to safeguard the health of students and fellow employees, whenever a threat to health is suspected.

   4. Sick leave days will only be used in cases of bona fide illness or injury. Any other use is subject to disciplinary action.

B. No maximum shall be placed on sick leave accumulation.

C. On or before September 30 of each year, each member shall be given a written accounting of his use and accumulation of sick leave.

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ARTICLE 26 - FAMILY ILLNESS

All employees may receive up to two (2) days' leave per year with pay upon approval of the College in case of the illness of a member of the faculty member's immediate family. Immediate family includes mother, father, spouse, son or daughter. A medical statement may be required by the supervisor. Such leave shall be deducted from accumulated sick leave.

ARTICLE 27 - INJURY ON DUTY

Absence resulting from illness or accident compensated by the State Accident Insurance Fund is chargeable as sick leave. Compensation received shall be deducted from College pay. Chargeable sick leave will be computed as follows:

1. S.A.I.F. daily rate compensation is subtracted from employee's daily rate of pay.
2. The balance obtained in (1) is divided by the employee's daily rate of pay.
3. The result obtained in (2) equals the rate at which sick leave is chargeable for each day of absence.

Example: 1) \$100 daily - \$60 S.A.I.F. payment = \$40

2) $\frac{\$ 40}{\$100} = .40$

3) .40 day of sick leave is chargeable for each day of absence.

ARTICLE 28 - ABNORMAL SITUATIONS

A. If an employee is absent because he/she cannot report to work because of flood, storm, or other acts of God, he/she will be paid, if in the judgment of the administration, he/she has made every reasonable effort to anticipate such emergency and to make the necessary arrangements to be available for work.

B. If the campus is to be closed or the opening delayed, the President shall determine when and if the College employees shall report for work, and notify all members by public media (radio).

In the event of a delayed opening, all College employees will report to work in accordance with the President's directions through the public media. In cases where the employee considers travel to be unsafe or impossible, he/she shall contact the Dean of Instruction and make arrangements to handle the absence in one (1) of the following ways:

1. Emergency or personal leave
2. Arrange make-up hours on campus
3. Chargeable to leave without pay
4. Nonchargeable according to Section A above

ARTICLE 29 - SABBATICAL LEAVE

Sabbatical leave has been developed to broaden the educational background of the staff member and above all increase his/her usefulness to the College. All sabbatical leave contracts are subject to the provisions of this plan.

A. Requirement for Sabbatical

1. Any applicant for a sabbatical leave must be a full-time staff member on a contractual basis for not less than six (6) consecutive years preceding the beginning date of the sabbatical and meet the certification requirements of the College at the time the application is submitted. Six (6) years of consecutive employment at the College entitles the applicant to apply for up to three (3) terms of sabbatical leave.

   A sabbatical leave of three (3) terms granted under this Section shall be a bar to any further leave until after the completion of at least six (6) years of additional continuous service as a full-time staff member.

2. Fractional sabbaticals can be granted to staff members who have served less than six (6) consecutive years (i.e. two (2) years - one (1) term; four (4) years - two (2) terms).

Fractional sabbaticals for staff members who do not meet the six (6) year requirement may be approved, but only when the Sabbatical Review Committee determines that special conditions exist.

B. Conditions of Sabbatical

Leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

1. The following priorities, in order of rank, will be considered in the selection of a sabbatical leave candidate.

   a. Admission to a recognized college, university, technical school, or on-the-job training

   b. Personal study, research, writing

   c. Travel to better the applicant in his/her own instructional field*

   d. Other considerations that appear to the committee to be relevant

   * Travel will be approved only if the proposed plan submitted includes a plan of study in connection with the travel, including a detailed itinerary and a program with a statement of objectives of the plan. Special consideration will be given to those applicants who have a continued record of self-improvement undertaken at their own initiative and expense.

2. The request for sabbatical leave must identify how the leave activities conform to the individual's staff development plan.

3. A faculty member on sabbatical leave shall receive seventy-five percent (75%) of his/her last one hundred eighty (180) day contracted salary, exclusive of any extra-duty pay. However, the total sabbatical pay, for three (3) terms, shall not exceed seventy-five percent (75%) of the salary listed on Step 4 of the current salary schedule.

   If the sabbatical leave is for less than three (3) terms, the above maximum will be prorated equally.

   All fringe benefits will continue during the period of the sabbatical except that sick leave shall not accrue to the employee's accumulated total. If accumulated sick leave is used while on sabbatical leave, the rate of pay will be based on the sabbatical contract.

4. Faculty members on sabbatical leave are not denied the right to receive additional compensation for services performed. However, additional services performed for compensation must be approved in advance by the Sabbatical Review Committee. The faculty member must agree to a reduction in his/her sabbatical salary equal to fifty percent (50%) of the additional compensation.

5. The period of the sabbatical leave shall conform to the academic calendar of Blue Mountain Community College and not the academic calendar of the institution where advanced study is being undertaken.

6. A leave of absence would not count against the consecutive years required for a sabbatical, but at the same time, it would not count toward a sabbatical leave.

7. Exchange teaching with the approval of the administration shall count toward the sabbatical.

3. If the sabbatical is not taken when planned, there may be a forfeiture of part or all of the leave at the discretion of the Sabbatical Leave Committee.

9. The recipient must receive approval of the Sabbatical Leave Committee for changes in sabbatical plan initiated after sabbatical is approved.

10. Upon return from his sabbatical, the applicant will submit a written report to the Faculty Association President of his sabbatical experience.

11. Upon the completion of the sabbatical, the instructor is required to return to Blue Mountain Community College for a period of time equal to the sabbatical leave.

12. Provision shall be made so that the faculty member may repay the sabbatical salary in lieu of his/her return to Blue Mountain Community College.

13. The applicant must agree to accept the conditions listed in the sabbatical leave contract.

C. Application Procedures

1. A letter of intent that an application for sabbatical leave will be made should be submitted to the President prior to October 15 of the year in which the application is to be submitted.

2. The formal sabbatical leave application and detailed plans for the leave must be submitted to the president by November 1 of the year preceding the year in which the leave is to begin.

3. Copies of the letter of intent and the sabbatical leave application are to be submitted to the head of the department, the Dean of Instruction, and the President of the Faculty Association.

D. Review Process

1. A committee appointed following the receipt of letters of intent shall evaluate the applications and submit to each applicant in writing a statement of its action and an appraisal of the plan.

The committee shall consist of the President of the College, the Dean of Instruction, the Associate Dean of Division II, three (3) department chairpersons, and three (3) other faculty members. The President of the Faculty Association shall appoint the three (3) department chairpersons and the three (3) other faculty members. Each applicant must approve the three (3) other faculty members before their appointment is considered final.

2. The committee will present a written summary of all applications along with its recommendations to the Board of Education at the regular January meeting of such Board. The Board will make the final decision on all aspects of the application and the Board's decision will be final.

3. The Board decision will be made at the regular February Board meeting and the decision will be presented to the applicant.

ARTICLE 30 - UNPAID LEAVE OF ABSENCE

A. General Leave

An employee may be granted a leave of absence without pay for up to two (2) years, if the operation of the College will not be adversely affected by his/her absence. Requests for such leave shall be submitted in writing and must include a detailed explanation of the reason for the requested leave of absence. Requests shall be submitted to the College in sufficient time to allow reasonable time for review. A response to such a request will be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested. The response to such requests will be clearly specified in writing and delivered within forty-five (45) days after the receipt of the request for unpaid leave.

Leaves of absence of less than two (2) weeks can be approved by the President or his/her designee or replacement, if he/she should be absent from the College. Leaves of absence of more than two (2) weeks shall be submitted to the College Board for its approval or disapproval.

B. Political Leave

1. An employee who is elected or appointed to a public office which requires his/her absence from duty with the College for an extended period of time may be granted a political leave of absence for the duration of such public service.

2. Upon his/her return, he/she will be placed at no less than the same position on the salary schedule as he/she was at the time the leave was granted.

C. Maternity Leave

Leave without pay shall be granted to any employee who is disabled by pregnancy. Such leave should begin when the employee and her physician determine that she is unable to perform all normal duties as prescribed by the College. She shall provide one month's notice as to her intention to return. Her physician must agree that she is able to perform her normal duties. As far as is practical, she should keep the College informed as to her condition and her intentions to begin or end her leave of absence.

D. Upon return from unpaid leave of absence, any unused sick leave time earned by the employee before commencing leave shall be restored, and the faculty member will be placed at a salary level and step on the salary schedule not less than that which he/she held immediately prior to commencing leave.

Reasonable efforts shall be made by the College to continue all group insurance benefits for the benefit of the employee during such leave, if desired by the employee, and if approved by the insurance carrier. The cost of such insurance, during the period of such leave, if desired, shall be paid by the employee. During such leaves, the employee shall not accrue any benefits.

ARTICLE 31 - EMPLOYMENT STATUS

A. Probation

1. Each new employee will be required to serve a probationary period of up to four (4) years.

2. A probationary employee will be employed under a one-year contract, which may be nonrenewed for any cause deemed in good faith sufficient by the Board; providing, that the employee is notified of such nonrenewal by April 1 of the contract year. Notification shall be by certified mail and shall contain the reasons of the nonrenewal.

3. A nonrenewed probationary employee shall have the right to an informal hearing before the Board to discuss the reasons for the nonrenewal.

4. Probationary employees, whose contracts are renewed, must notify the College not later than May 1, of the contract year, of their intent to accept or reject the contract renewal.

B. Regular Status

1. An employee whose contract is renewed for a fifth (5th) year shall attain status as a regular employee.

2. There shall be no nonrenewal for a regular employee.

3. All employees who previously were granted standard contracts shall attain regular status as of the date this agreement is signed.

C. Discipline/Termination

No employee shall be terminated, disciplined, reprimanded, or reduced in rank or compensation without just cause. A nonrenewal of a probationary employee is not a termination.

D. Retrenchment

1. Members may be laid off during a contract year, by determination of the Board, when their positions are eliminated or reduced in number or when such members are displaced, as the result of:

   a. Reduction in staff resulting from the College's inability to provide sufficient funds to continue a particular educational program or course at its anticipated level;

   b. Declining enrollment generally or in a particular program or course;

   c. Elimination of classes due to decreased student interest or enrollment;

d. Reductions in programs or course, due to administrative decision or administrative or faculty reorganization;

e. Discontinuance of a particular type of instructional service;

f. Displacement by reason of the return to employment of a member, having a superior or senior right to such position, from a leave of absence authorized under this contract;

g. Other bona fide cause.

2. The College will make every reasonable effort to place affected faculty member(s) in a suitable position for which he/she is qualified. If the faculty member is qualified for the new position, his/her probationary or regular status will be maintained. However, if there is adequate cause to doubt a regular faculty member's qualifications for the new position, he/she will be placed on a probationary contract and after a year of satisfactory service shall be granted regular status.

3. If retrenchment becomes necessary, the following order shall be utilized within the department or work unit in which retrenchment is to occur:

   a. Part-time employees

   b. Temporary employees (employed for a fixed and ascertainable period of time with no expectation of reappointment. Said period of time will not exceed one (1) year in duration.)

   c. Probationary employees

   d. Nonprobationary employees

4. Merit, as a primary factor, and seniority will be considered in determining which member is to be laid off or displaced initially or as a result of a transfer of a member to an already occupied position.

5. Personnel to be retrenched as a result of organizational or technological changes shall be given notice one hundred twenty (120) calendar days prior to the time the retrenchment is to occur.

6. Personnel to be retrenched as a result of declining enrollment shall not be retrenched until the end of the term in which the declining enrollment occurs. In any event, the retrenched employee shall be given no less than forth-five (45) days' prior notice.

7. Personnel to be retrenched as a result of loss of financial resources (e.g. loss of budget elections) shall be given notice one hundred twenty (120) calendar days prior to the time the retrenchment is to occur if such decision is made prior to May 6; ninety (90) calendar days' notice if such decision is made prior to June 17; and sixty (60) calendar days' notice if such decision is made after June 17.

8. When the College determines that retrenchment is necessary, but prior to its implementation, the College shall schedule a meeting with the Association to discuss alternative actions. If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.

9. Members affected by retrenchment shall have recall rights for two (2) years and shall be recalled in inverse order of being laid off, provided they are qualified to perform the assignment to which they are being recalled.

10. A member terminated under a retrenchment shall have recourse to the grievance procedures established under this Agreement.

ARTICLE 32 - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

B. A grievance is a claim by a member or members of the Association based on a misinterpretation, misapplication, or a violation of this Agreement.

C. Employee grievances will be processed in the following manner and within the stated time limits.

Step 1. An aggrieved employee shall promptly attempt to resolve the grievance informally between the employee and his/her supervisor as designated by the College. If the grievance is not resolved informally, it shall be reduced to writing by the employee, who shall submit it to the Dean of Instruction of the College. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. If an employee does not submit his/her grievance to the Dean of Instruction in writing in accordance with Step 1 within twenty (20) working days after the facts upon which the grievance is based first occur or first could reasonably have become known to the employee, the grievance will be deemed waived. The aggrieved employee may be accompanied by one other person when presenting the written grievance. The Dean of Instruction or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) working days after receipt of the written grievance.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2, the employee shall file the grievance in writing to the President of the College within ten (10) working days after receipt of the Dean of Instruction's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The President or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the employee no later than ten (10) working days after receipt of the written grievance.

Step 3. Grievances not settled in Step 2 of the grievance procedure may be appealed to arbitration, provided written notice of a request for arbitration is made to the President within ten (10) working days of receipt of the President's answer in Step 2.

When a timely request has been made for arbitration, the parties or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within ten (10) calendar days of the appeal jointly request the Employment Relations Board to submit a list of five (5) arbitrators who reside in the State of Oregon. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth (5th) and remaining name shall act as the arbitrator.

The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, nor to add to, subtract from, modify, or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board in any manner not specifically contracted away by the Board. A decision of the arbitrator shall, within the scope of his/her authority, be binding.

D. All documents, records, and communications concerning the grievance shall be made part of the College's public records with a copy available to the grievant.

E. The Board and the Association will maintain and care for their own cost obligations of the grievance procedure, such as the fee and expense of legal counsel and the cost of the hearing room. The cost of the arbitrator in binding arbitration shall be born equally by the Board and the Association.

F. The grievance procedure will not be used when an aggrieved has resorted to the judicial process.

ARTICLE 33 - WORK STOPPAGES

A. The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. The prohibitions set forth above shall be in effect, and be binding upon the Association and its members, only for the period of time beginning July 1, 1986, through and including June 30, 1987. Disciplinary action, including discharge, may be taken by the College against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the College and shall not preclude

or restrict recourse to any other remedies, including an action for damages, which may be available to the College.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restrictions of work in any form, either on the basis of individual choice or collective employee conduct, the Association will immediately attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

B. There shall be no lockout of employees. If there is a lockout, members shall recover their normal compensation and each day of such lockout shall be considered part of the regular one-hundred-eighty (180-) day contract days.

ARTICLE 34 - SEPARABILITY

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the sole purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 35 - WAIVER AND SCOPE OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. During the life of this contract, however, the parties may bargain collectively about the terms of successor collective bargaining agreements.

ARTICLE 36 - PAST PRACTICES

Nothing contained in this Agreement shall be interpreted as to imply or permit the invocation of past practices, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein. The parties agree that all past practices, standards, obligations, and commitments of the Board to its employees are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.

ARTICLE 37 - FUNDING

The parties recognize the revenue needed to fund the compensation provided by this Agreement and that it must be approved by legally established budget and election procedures.

All such compensation and economic benefits are, therefore, contingent upon sources of revenue and, where applicable, voter budget levy approval. The College has no intention of reducing the compensation and ecomonic benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The College agrees to include in its budget requests amounts sufficient to fund the compensation and economic benefit provided by this Agreement, but makes no guarantee as to passage of such budget request or voter approval thereof. In the event such budget, after having been submitted twice, fails to obtain the approval of the voters, then all provisions of this Agreement requiring the expenditure of funds by the College shall be subject to renegotiation between the parties upon written request for renegotiation being made by the College to the Association.

ARTICLE 38 - DURATION

A. This Agreement shall be binding upon the parties as of its execution date, but the terms set forth herein shall not cancel or alter the existing Agreement between the parties, which shall remain in effect until June 30, 1986. This Agreement shall be effective on July 1, 1986, and shall remain in full force and effect until June 30, 1987, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to April 1, 1987, that it desires to modify this Agreement. Such notification shall include the substance of the modification sought and the proposed language for expressing such modification. In the event such "notification" is given, negotiations shall begin not later than April 15.

B. In the event either party reopens the contract in a timely manner, as provided above, this Agreement shall continue in full force and effect during the period of negotiations.

This Agreement is executed, effective as of the date hereinabove set forth, this 24th day of November, 1986, at Pendleton, Oregon, by the undersigned officers of authority on behalf of the College and the Association.

FOR THE ASSOCIATION

Norman D Vorwick
President
Blue Mountain Faculty Association

Chairman-Negotiations Team
Blue Mountain Faculty Association

FOR THE COLLEGE

John P Kopetski
Chairman
Blue Mountain Community
College Board of Education

Ronald L Daniels
President/Clerk
Blue Mountain Community College

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF DIRECTORS

AND

THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM

JULY 1, 1986 - JUNE 30, 1988

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CENTRAL OREGON COMMUNITY COLLEGE BOARD OF DIRECTORS

AND

THE CENTRAL OREGON COMMUNITY COLLEGE FACULTY FORUM

ARTICLE 1 - RECOGNITION

1.1 Parties to the Agreement

This Agreement is between the Central Oregon Community College Board of Directors (hereafter called the "Board" or the "College") and the Central Oregon Community College Faculty Forum, (hereafter called the "Forum"), as the exclusive bargaining agent for members of the bargaining unit (hereinafter called "employee(s)" or "member(s)") for the purposes of collective bargaining representation, as provided for in ORS 243.650 to ORS 243.782.

1.2 Members of the Bargaining Unit

The faculty bargaining unit shall consist of all regular full-time faculty members employed on an academic year contract approved by the Board. Regular full-time counselors and librarians shall also be included.

1.3 Part-time Instructors

In addition, part-time faculty members, who are involved in more than eight (8.0) load units of credit classroom teaching, shall be recognized as members of the bargaining unit in line with the provision of 1.3(a); provided, however, only the following benefits of this Agreement, as specified below, shall apply to them and no other benefits or conditions of this Agreement shall accrue to them:

(a) Part-time faculty shall be recognized as part of the bargaining unit under this Agreement on a quarter-by-quarter basis. Such determination shall be made at the beginning of each quarter. If a part-time member has met these provisions during one (1) quarter, he/she shall retain coverage in the unit until a determination is made in the next quarter that the part-time member no longer qualifies for unit membership. If such determination shows the part-time member to again meet the provisions of 1.3 above, he/she shall retain membership in the bargaining unit. If he/she fails to meet the provisions of 1.3 above at the appropriate time in the next quarter, then he/she will not be in the bargaining unit until a succeeding determination shows him/her to be meeting the provisions of 1.3 above.

(b) Part-time faculty members shall be subject to the provisions of Article 10.

(c) Reduction in Staff. In the event the College determines a reduction in staff is necessary (as provided in Article 11) part-time faculty in an academic discipline will be laid off before any full-time faculty in the same academic discipline are laid off. Laid-off part-time faculty shall have no reemployment rights or property interest in reemployment.

(d) The renewal of a part-time member's employment is entirely at the discretion of the College. Except for the provisions of Article 10, part-time faculty shall have no property interest in their employment with the College.

(e) Part-time members shall be covered under the provisions of Articles 1.5, 2.2, 3, 4, 5 (except any grievance from such member shall end at the Board of Directors' level for all contractual purposes), 8.3 - 8.5 and 14.1. Under 14.1, if the determination of membership in the unit comes so late that the part-time member may not participate, the part-time member shall be allowed the benefits of 14.1 during the next quarter.

(f) Insurance Benefit. The medical and dental portion only of the insurance benefit provided in this Agreement, at Article 9.5, shall apply to the part-time faculty in the bargaining unit under the following provisions:

(i) In each academic quarter that a part-time instructor is within the bargaining unit, the College will provide one-half (1/2) the cost of the employee-only portion of that insurance program. Such benefit shall be provided by the College for the term of this Agreement based on a quarter-by-quarter basis as per 1.3(a).

(ii) In any quarter the part-time member is not covered by the terms of 1.3(a) and in the bargaining unit, he/she will be allowed to maintain wholly himself/herself the above insurance benefit provided that this procedure is agreeable with the insurance carrier.

1.4 Exclusions from the Bargaining Unit

Deans, division chairpersons, all persons on a notice of appointment (other than those members covered in 1.3 above), supervisory and confidential employees, and all individuals on the administrative salary schedule shall not be included in the bargaining unit and no provision of the Agreement shall apply to them unless specifically so stated.

1.5 Academic Freedom

The College and the Forum agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching and research functions. Thus, (1) a member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties, and (2) a member is entitled to freedom in the classroom in discussing the subject(s) he/she is assigned, but he/she will be careful not to introduce into his/her teaching controversial matter which has no relation to the subject of the course.

ARTICLE 2 - FORUM SECURITY

2.1 Dues Deduction

Upon written request, members of the bargaining unit may have regular monthly dues deducted from their paychecks. Such deduction will continue until the College has been notified, in writing, by the member that the deduction is to be changed or terminated. Such dues shall be paid in the aggregate to the Treasurer of the Forum, the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

2.2 Payment in Lieu of Dues

(a) Any member of the bargaining unit who has not requested voluntary deductions of Faculty Forum dues under 2.1 above or who has not certified in writing to the College that he/she has paid such Forum dues directly to the Forum shall be subject to a representation fee as defined in ORS 243.650 (10) and (16) and ORS 243.666 (1) and shall be subject to the provisions of this section.

(b) Such requests for payroll deductions or certification of direct payment of Forum dues shall be made by the fifteenth (15) day of the month following ratification of this Agreement.

(c) The College shall deduct such representation fee, which shall be equal to the total dues paid by Forum Members.

(d) The Forum and members of the bargaining unit agree to indemnify, defend, and hold the College harmless for all actions it takes in connection with the provisions of Section 2.1 and 2.2 of this Article.

2.3 Non-Jeopardy

The College and the Forum recognize the right of each member of the faculty to join or refrain from joining the Forum, and neither the College nor the Forum will discriminate against any employee because of his/her membership or nonmembership in the Forum.

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2.4 College Information

Upon written request to the President of the College, signed by the President of the Forum or his/her designee, the College will provide to the Forum a copy of official published records, files, studies and other papers which are public records as well as any other information reasonably needed by the Forum to carry out its responsibilities as bargaining agent but excluding material exempted by Oregon statutes and administrative law. A copy of such information will ordinarily be furnished without charge, but the College reserves the right to make changes reasonably calculated to recover its file search and reproduction cost.

2.5 Forum Communications and Use of College Facilities

(a) The College will designate bulletin board space for the use of the Forum in each of the major academic buildings on the COCC campus for use by the Forum in communicating with employees in the unit.

(b) The Forum will be allowed the use of the facilities of the College for meetings through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the College.

(c) The Forum shall have reasonable access of existing telephone services (with the exception of the College WATS line), its intracampus mail distribution facilities, typewriters, computers and the centralized duplicating services of the College. The Forum shall notify appropriate College personnel as to when supplies and services are being used for Forum business and reimburse the College for its use of College supplies, services, photocopying, postage, and long-distance telephone charges at rates customarily charged by the College. Failure of the Forum to notify the College when services should be charged to the Forum may result in discontinuance of the service.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Reservation of Management Rights

The parties to this Agreement recognize that the College retains and reserves to itself all rights, powers, duties, authority and responsibilities conferred on and invested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Education. The parties further recognize that the expressed terms of this Agreement shall be controlling over any College policy, administrative rule and regulation, and individual contract with any member of the bargaining unit which may be, in whole or in part, in conflict with the expressed terms of this Agreement. All management rights not set forth below and those rights not modified or abridged by the expressed terms of this Agreement are reserved to the College.

3.2 Examples

Without limiting the generality of the foregoing, it is expressly recognized that the College's rights and responsibilities include, but are not limited to: The right to administer the College, including the right to employ, assign, transfer, evaluate, promote, demote, suspend, discipline, or discharge any employee and to determine the physical location of individuals, departments, divisions and activities of the educational process of the College.

3.3 Examples

Other examples of management rights include, but are not limited to: Determination of financial policy, including budgeting and accounting procedures and reports; determination of the size and characteristics of the faculty; determination of the work to be done and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; determination of degree programs and course and degree requirements;

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determination of the control and use of College buildings, property, materials, and equipment; and determination of the ancillary services to be rendered by the College.

3.4 College-Forum Meeting

Nothing herein shall prevent the parties from agreeing, from time to time, to meet and discuss matters of mutual concern and interest in an effort to maintain open lines of communications and to foster good relations between the parties.

ARTICLE 4 - NO STRIKES AND LOCKOUTS

4.1 Prohibited Activities

Inasmuch as there are other means, both by law and through this Agreement, for the resolution of disagreements that may from time to time arise during the term of this Agreement, the College and the Forum agree as follows:

(a) During the term of this Agreement, the College shall not, as a result of a dispute with the Forum, deny employment to any member of the Forum nor to any employee covered by the terms of this Agreement. The foregoing shall not be construed to place any limitations or restriction on the College's right to lay off employees, consistent with the terms of this Agreement.

(b) During the term of this Agreement, the Forum and/or individual employees covered by the terms of this Agreement will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, refusal to report to work, mass absenteeism, or other interruptions or prevention of work or picketing. In the event of a violation of the above by the Forum or by the members of the bargaining unit, the Forum will immediately upon notification of the College secure an immediate and orderly return to work.

(c) Notwithstanding the above, the College may also discipline, including discharge, any individual employee involved in any of the above defined activities.

4.2 No Limitations

The obligations of this article shall not be affected or limited by the subject matter involved in the dispute giving rise to the lockout or the work stoppage or by whether such subject matter is or is not subject to the grievance procedure of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Objective

It is the declared objective of Central Oregon Community College and the Forum to strive for a prompt and orderly resolution of all grievances and to provide an orderly and expeditious procedure for such resolution.

5.2 Grievance Definition

A grievance is hereby defined as an allegation by a faculty member or the Forum that there has been a violation or inequitable application of any provision of this Agreement by the College.

5.3 Time Limits

(a) For purposes of this grievance procedure only the term "work days" or "working days" shall mean days when classes or examinations are scheduled in accordance with the official College calendar.

(b) The time limits herein specified shall be binding on all parties.

(c) If a grievant fails to adhere to the time limits for initiating a grievance, the grievance shall be abandoned for all purposes.

(d) If a grievant fails to process a grievance according to the time limits, the grievance shall be resolved for all purposes in accordance with the College's response at the preceding step.

(e) If the College fails to adhere to the time limits, then the grievant may take the grievance up to the next step in accordance with the procedure therein specified.

(f) Time limits may be waived or extended only by written mutual agreement of the grievant and the College and may not be waived or extended by an arbitrator. However, the parties agree to expedite the procedure whenever possible.

5.4 Administrative Channels

(a) The College and the Forum agree that every attempt should be made to resolve grievances through informal meetings and discussion within the established administrative channels.

(b) A grievant must initiate an alleged grievance within such channels within fifteen (15) working days of the occurrence of the event or condition that gave rise to the alleged grievance or within fifteen (15) working days from the grievant's personal bona fide knowledge of the same. If grievances cannot be resolved as above, they shall be processed further in the following manner:

5.5 Contract Step One

(a) The grievant may orally present the alleged grievance to the appropriate Dean. If the grievance is not resolved orally within fifteen (15) working days, the grievant shall reduce the grievance to writing, date and sign it and include the following: (1) The specific factual basis of the grievance; (2) the provision or provisions of this Agreement allegedly violated or applied inequitably to him/her; and (3) the specific remedy sought which will resolve the grievance. This first written document shall contain the full and complete statement of the grievance, and after filing, may be amended for clarification only.

(b) The Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original. The Dean shall give a copy of the signed grievance to the grievant.

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(c) The Dean shall respond to the grievance to the grievant, in writing, within fifteen (15) working days after the last meeting under this Step One held between the Dean and the grievant.

5.6 Contract Step Two

(a) If the grievance is not resolved to the satisfaction of the grievant after receipt of the Dean's response in 5.5(c) above, the grievant may submit the written grievance to the President of the College; provided, however, the written grievance must be filed with the President's Office within fifteen (15) working days after the receipt of the Dean's response.

(b) The President shall give his/her written response to the grievance to the grievant within fifteen (15) working days after his/her receipt of the timely filed Contract Step Two written grievance.

5.7 Contract Step Three

(a) If the grievance remains unresolved to the satisfaction of the grievant after receipt of the President's written response in 5.6(b) above, the grievant may, within fifteen (15) working days of the receipt of the President's response, submit a written notice to the President requesting that the grievance be arbitrated. The written concurrence of the Forum President is required to process any grievance to arbitration.

(b) Upon receipt of such written request for arbitration, the President and the Forum President, or his/her designee, shall jointly request a list of five (5) arbitrators be supplied the parties by the American Arbitration Association. The Forum President shall strike the first name objectionable to the Forum, and the President shall then strike the first name objectionable to the College. One (1) day shall be allowed for the striking of each name. This striking process shall continue until only one (1) name remains on the list and that person shall be the designated arbitrator.

(c) The arbitrator shall set a time and place for a hearing on the written grievance mutually satisfactory to the College and the Forum. The arbitration hearing shall be conducted according to the Voluntary Arbitration Rules of the American Arbitration Association.

(d) The arbitrator shall hold a hearing on the grievance and, after hearing such evidence as the parties desire to present and consistent with the terms of this Agreement, the arbitrator shall render a written decision to the parties within thirty (30) calendar days of the hearing. A decision of the arbitrator shall, within the scope of his/her authority as provided below in 5.7(e) and elsewhere in this Agreement, be binding upon all parties.

(e) The arbitrator shall neither add to, subtract from, nor modify the terms and provisions of this Agreement. The arbitrator shall confine his/her decision solely to the application and/or interpretation of this Agreement and to whether or not it has been violated as alleged in the written grievance.

5.8 Miscellaneous

(a) The names of any witnesses who will be used in arbitration must be made known to the other party at least forty-eight (48) hours prior to the first arbitration hearing. Issues not presented in the first two Contract Steps above (5.5 through 5.6) may not be presented at Contract Step Three (5.7).

(b) All costs and expenses (other than the arbitrator's fees and expenses) including, but not limited to, producing witnesses and evidence, shall be borne by the party incurring such costs, requiring such witnesses, or producing such evidence. The fees and other expenses of the arbitrator shall be shared equally by the College and the Forum.

(c) A grievant may be represented at any step of this procedure by himself/herself, or at his/her option by a representative of the Forum or a representative of the grievant's choice.

(d) Meetings and hearings called for in this grievance procedure shall be held and conducted in private in order to ensure confidentiality to the grievant; provided, however, the hearing under 5.7(d) above, may be opened to the public if the grievant submits a written request to the College within ten (10) working days prior to the hearing to hold the hearing in public.

(e) All meetings and hearings held under this grievance procedure shall occur after the regular work day or at other times which do not interfere with assigned duties of faculty; provided, however, the parties may mutually agree to hold the arbitration hearing at a time other than specified herein.

ARTICLE 6 - FACULTY APPOINTMENTS

The individuals who teach at and for Central Oregon Community College are classified as regular faculty members, part-time instructors or adjunct faculty.

6.1 Part-time Instructors

The College employs, under a notice of appointment, selected individuals for limited instructional services. Persons employed in this category shall be provided benefits under the agreement solely as prescribed in Article 1.3.

6.2 Adjunct Faculty

Adjunct faculty include those individuals appointed for special purposes under a notice of appointment or by letter of agreement with another agency and who are not classified as regular faculty members. Upon employment of an adjunct faculty member, the College shall have the full right to specify what aspect of this agreement will be available to such adjunct faculty members. Upon agreement to enter into an adjunct faculty relationship with an individual, the absence of written specifications shall indicate that no aspect of this agreement affect individuals or associations.

6.3 Regular Faculty Members

(a) This category of personnel of the College refers to and is limited to those members whose principal role is providing instructional services on a full-time basis over the full academic year. This category also includes guidance counselors and librarians whose services are provided on a full-time basis over the full academic year, unless they are specifically contracted in another category of personnel. This category of regular faculty member is further subdivided into the following:

(b) Temporary. The individual in this category is appointed for a limited period of time, often a single academic year. Appointment does not, in any way, propose, indicate, or promise a continuation of appointment or a new appointment. A temporary faculty member shall, during the term of his/her individual appointment, be dismissed only for cause. Any appeal by the faculty member of such a dismissal shall solely be processed in accordance with the provisions of 6.9 through 6.18 herein. Notice of nonrenewal is not required for a temporary faculty member. During this appointment, temporary faculty members are expected to participate in all the departmental and professional activities assumed by regular faculty members except when excused by the Dean of Instruction.

(c) Probationary. Appointments to probationary status are for one (1) academic year and are subject to annual renewal solely at the discretion of the College. A probationary faculty member, during the term of his/her individual academic year appointment, shall be dismissed only for cause; any appeal by the faculty member of such a dismissal shall be processed solely in accordance with the provisions of 6.9 through 6.18 herein. The probationary period at Central Oregon Community College will normally be of four (4) consecutive years in duration, with the understanding that each annual appointment is subject to renewal by the College. Further in cases where the College finds that a probationary faculty member needs an additional year in which to extend or complete his/her professional competence beyond the completed four (4) consecutive academic years, the faculty member's probationary period may then be extended to include a fifth (5) academic year. Completion of a probationary period does not automatically confer, promise or guarantee that the member shall be elevated to tenured status, nor does completion of the probationary period imply, confer, promise or guarantee future employment.

(d) Tenured. Faculty members who have been awarded tenure by the College Board of Directors are in this category.

6.4 Policies

The parties to this agreement agree that the College reserves unto itself the exclusive right to implement or make changes in the applicable policies and regulations dealing with the acquisition of tenure in all of their aspects as the College deems appropriate; provided, however, that such changes:

(a) shall not affect the provisions of 6.3(c), above, during the term of this agreement;

(b) shall not affect the provisions of 6.5 through 6.18 below, during the term of this agreement; and

(c) shall become effective after prior consultation with the Forum through the established formal committee processes of the College or through any other mutually agreed upon process.

6.5 Conditions of Tenured Status

For those faculty members who have achieved tenured status at the time of the execution of this Agreement and for those faculty members who are awarded tenure during the term of this Agreement, the following provisions of 6.6 through 6.18 shall apply as terms and conditions of their tenured status, no other policies, rules or agreements to the contrary except as provided for in this Agreement.

6.6 Renewal

Renewal of tenured appointment becomes final only through appropriate completion of the contractual form used for that purpose.

6.7 Notice

The President shall give by September 15 written notice to tenured faculty members of not less than one (1) full, nine-month (9) academic year of intention to dismiss.

6.8 Dismissal or Termination

Appointments with tenure will be thus specified until the retirement of a tenured faculty member and, subject to the procedures and provisions specified in 6.9 through 6.18, such tenured appointments are dismissible only for adequate cause or for reasons outlined in Article 11 - Reduction in Staff. Termination for tenured faculty members under Reduction in Staff shall be solely as provided in Article 11. Adequate cause for the dismissal of a tenured appointment shall be one or more of the following: grave moral delinquency; lack of mental or physical health for the performance of academic responsibilities; professional incompetency; and/or actions which are by their nature so gross as to render the member unfit to remain as an instructor at the College.

6.9 Dismissal Procedure

The steps in the dismissal of certain faculty, which follow below in 6.10 through 6.18, are drawn from long-standing principles recognized by the American Association of University Professors and other organizations as befitting the profession and they are modified herein to meet the specific purposes and intent of this Agreement.

6.10 Preliminary Proceeding

(a) When the College has reason to question the fitness of a faculty member who has tenure, or a probationary or temporary faculty member whose individual term of appointment has not expired, the appropriate administrative officers shall discuss the matter with the member in a personal conference. The matter may be terminated by mutual consent after such a conference.

(b) If an adjustment does not result from 6.10(a), then a Review Committee elected by the faculty, without any representation from the faculty member's discipline, shall informally inquire into the situation, to effect an adjustment, if possible, and, if none is effected, to determine whether in its view formal proceedings to consider the member's dismissal should be instituted.

(c) If the Review Committee recommends that such proceedings should be begun, or, if the President of the College, even after considering a recommendation of the Review Committee favorable to the faculty member, expresses his/her conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow.

(d) Except where there is disagreement, a statement with reasonable specificity of the grounds proposed for the dismissal should then be jointly formulated by the President and the Review Committee.

(e) If there is disagreement between the Review Committee and the President, the President or his/her representative should formulate the statement called for above.

6.11 Commencement of Formal Proceedings

(a) The formal proceedings should be commenced by a communication addressed to the faculty member by the President of the College, informing the member of the statement formulated, and informing him/her that, if he/she so requests, a hearing to determine whether he/she should be removed from his/her faculty position on the basis of the grounds stated will be conducted by a faculty committee at a specified time and place.

(b) In setting the date of the hearing, the College shall allow sufficient and reasonable time for the member to prepare his/her defense.

(c) The College shall inform the member in writing of the procedural rights that will be accorded him/her at the hearing.

(d) The member shall reply in writing to the President as to whether or not he/she desires a hearing on his/her pending dismissal. If the member requests such a hearing, he/she must then or later (but not later than one week prior to the hearing) provide the President a written response to the allegations in the statement of the grounds for his/her dismissal prepared pursuant to 6.10(d) or 6.10(e).

6.12 Suspension of a Faculty Member

For the purposes of this Article 6 only, the suspension of a faculty member during the proceedings involving his/her dismissal shall only be justified if immediate harm to the member or to others is created by his/her continuance at work. Such suspension shall be with pay unless legal considerations force the College to suspend the member without pay.

6.13 Hearing Committee

(a) The committee of faculty members to conduct the hearing and to reach a decision should either be an elected standing committee not previously concerned with the instant case or a committee established as soon as possible after the provisions of 6.11(a) have been followed.

(b) The choice of members of the hearing committee should be made on the basis of their individual objectivity, competence, and the regard in which they are held in the academic community. The committee shall elect its own chairperson who, with the consent of his/her fellow committee members, shall rule on all questions of procedure during the hearing consistent with the provisions herein.

6.14 Hearing Committee Proceedings

(a) The committee shall proceed by considering the statement of the grounds for dismissal already formulated and the faculty member's written response filed pursuant to 6.11(d).

(b) The committee, in private consultation with the President and the faculty member involved, should exercise its judgment as to whether the hearing should be public or private, but that such determination shall not violate applicable state statutes nor the provisions of 6.15(c), (e), 6.16(c) and 6.17, herein.

(c) If on the record before the committee any facts as put forth in the statement for the grounds for dismissal and the member's written response thereto are in dispute, the testimony of witnesses and other evidence concerning the matter may be received by the committee during the course of the hearing.

(d) The President has the option of attendance during the hearing. He/she may also designate an appropriate representative to assist or represent the College in developing and presenting the case against the faculty member.

(e) The committee should determine the order of proceedings, should normally conduct the questioning of witnesses and, if necessary, should assure the presentation of evidence important to the case. The committee may select other arrangements it determines will ensure a fair and equitable hearing of the charges.

(f) The faculty member shall have the option of assistance of counsel or other representative of his/her choice, whose functions will be similarly accorded to the representative of the College.

(g) The faculty member shall also have the additional procedural right (from the 1940 Statement of Principles on Academic Freedom and Tenure) of presenting evidence or testimony from teachers and other scholars, either from Central Oregon Community College or from other institutions, if one (1) or the only charge against him/her is professional incompetence.

(h) The faculty member and the College shall have the assistance of the committee when needed in securing the attendance of witnesses at the hearing, consistent with this article. Further, the faculty member, or his/her counsel, and the representative of the College shall have the right, within reasonable limits as provided in this article, to question all witnesses who testify at the hearing.

(i) The faculty member shall have the opportunity to be confronted by all witnesses adverse to him/her. However, whenever a witness used by either the faculty member or the College will be unable for good and sufficient reason to be present at the hearing, his/her testimony may be taken by deposition. If either the College or the faculty member exercises its right to secure such testimony through a deposition, then the party who seeks the deposition shall be obligated to afford the other party the opportunity to be present and participate in the taking of the deposition.

(j) All expenses of bringing a witness to the hearing shall be borne by the party bringing the witness to the hearing. All expenses of the taking of witness' deposition, as provided in 6.14(i) above, shall be borne by the party who initiated the taking of the deposition, except that the cost of the written deposition itself shall be shared equally by the College and the faculty member if both parties participate in the taking of the deposition. If either party declines to participate with the other in the deposition process, a copy of the deposition used at the hearing shall be given freely to the other party in advance of the hearing. The expenses of the parties in participating in the taking of the deposition shall be borne by each side individually and shall not be shared.

(k) All evidence used during the hearing should be duly recorded (but not transcribed, unless the provisions of 6.14(n), are utilized). Unless special circumstances warrant, the committee shall conduct the hearing informally without formal rules of court procedure and submission of evidence.

(l) The committee shall give opportunity to the faculty member or his/her counsel and to the representative of the College to argue orally before it.

(m) If written, post-hearing briefs would be helpful to the committee, the committee may request such briefs from both sides and set appropriate time limits for their submission.

(n) The committee may proceed to a decision promptly, without having a record of the hearing made and transcribed, where the committee feels that a just decision can be reached without such a record and transcription thereof, or it may await the availability of a transcript of the hearing if its decision would be aided thereby. However, both the College and the faculty member shall share equally in the cost of providing the committee with a recording of the hearing and a transcript of the hearing or both.

6.15 Consideration by the Hearing Committee

(a) The committee shall reach its decision in conference on the basis of evidence and testimony presented at the hearing and, if applicable, on the basis of post-hearing briefs.

(b) The committee shall reduce its decision to writing, which shall contain explicit findings with respect to each of the grounds of removal presented and a reasoned opinion may be desirable.

(c) Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the Board of Directors of the College.

(d) The President and the faculty member shall each be supplied with a copy of the record and transcript of the hearing, if such were made.

(e) Any eventual release to the public will made through the President's Office.

6.16 Consideration by the Board of Directors of the College

(a) The President shall transmit to the Board of Directors the full report of the hearing committee.

(b) The Board of Directors may accept the committee's report or the Board may review the case.

(c) If the Board of Directors chooses to review the case, its review shall be in executive session unless the faculty member involved requests in writing that it be held in public session. The Board of Directors' review shall be based on the record and transcript, if any exists, of the hearing, accompanied by opportunity for argument, oral or written or both, by the faculty member or his/her counsel and the representative of the College.

(d) The Board of Directors shall either sustain the decision of the hearing committee or it shall return the committee's decision back to the committee along with the Board of Directors' specific written objections attached thereto.

(e) If the committee's decision is returned to it, as above, the committee must reconsider its earlier decision, taking into account the Board of Directors' specific objections and taking new evidence, if deemed necessary. The committee shall decide to what extent it needs to take new evidence; if the hearing is reopened thereby it shall be held promptly and the provisions relating to submission of evidence, witnesses and recording and transcribing of the hearing shall be in accordance with the applicable provisions above.

(f) As soon as possible after the provisions of 6.16(e) are completed, the committee must frame its final decision and communicate it in accordance with the provisions of 6.15(b) through (e), above.

(g) Only after a study of the committee's reconsideration of its original decision may the Board of Directors render a final and binding decision to either sustain the final committee decision or to overrule the final committee decision.

6.17 Publicity

Except for the provisions of 6.14(b), 6.15(c), (e) and 6.16(c), above, and except for such simple announcements as may be required--covering the time of the hearing and similar matters--public statements about the case by either the faculty member or representatives of the College should be avoided as far as possible until the proceedings have been completed. Announcement of the final and binding decision by the Board of Directors should include a statement of the hearing committee's original decision, and the committee's reconsideration, if applicable, if each or both have not previously been made public.

6.18 Further Appeals

(a) Action taken by the College with regard to the dismissal of a tenured faculty member and the dismissal prior to the expiration of the term of appointment of a probationary or temporary faculty member shall be consistent with the applicable provisions of this Article 6.

(b) For the purposes of this Agreement appeal by any affected faculty member from such action(s), as referred to in 6.18(a), above, shall be solely processed in accordance with the provisions of 6.9 through 6.17, herein, and no tenured, probationary or temporary faculty member may appeal his/her dismissal through the grievance procedure of this Agreement at Article 5.

(c) The parties to this Agreement affirm the right of faculty members referred to above to exercise their right to further actions as may be allowed by law but only following the exhaustion of the appeal processes contained in this Article 6.

6.19 Reduction in Staff Removals

Notwithstanding the provisions of this Article 6 and of any other provisions of this Agreement, oral understandings or prior agreements, the provisions of Article 11 - Reduction in Staff herein shall be applicable to all full-time members of the bargaining unit without exception and the provisions of Article 11 shall supersede the provisions of this Article 6 in the event of a reduction in staff.

ARTICLE 7 - SALARY COMPENSATION

7.1 Salary Schedules for 1986-88

The salary schedules for this multi-year agreement are attached to this Agreement in the following: The schedule for 1986-87 shall be implemented as provided herein effective July 1, 1986 and is attached to this agreement. For 1987-88, the faculty salary is to be implemented in a manner identical to 1986-87.

7.2 Salary Schedule Administration

(a) The salary schedule for 1986-87 shall be adjusted by applying a constant percentage of 1.0 percent to each cell of the salary schedule.

(b) Each regular full-time faculty member, who has received a satisfactory evaluation for the preceding year (1985-86) shall move one step laterally on the new (1986-87) salary schedule as derived from (a) above.

(c) After (a) and (b) above have been accomplished, each step on the (1986-87) salary schedule shall be increased by $500.00.

(d) A new top step shall be added to each level and the bottom step will be deleted, but no faculty member shall receive a salary increase because of this action.

(e) The rank of Distinguished Professor shall continue to be implemented. Such rank shall not have a schedule as such, but those individuals placed in such rank shall receive a salary $1,500.00 above their otherwise regular salary.

(f) Sufficient funds will be budgeted to allow promotions as approved by the College.

(g) Other adjustments shall be allowed as approve by the Board.

(h) The College shall pay its employee members' six percent (%) employee contribution to the Public Employees Retirement System. Such payment of employee members' monthly contribution to the System shall continue for the life of this Agreement.

The full amount of required employee contributions paid by the College on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003(8) for the purpose of computing an employee's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contribution required to be contributed pursuant to ORS 237.071. Such paid employee contributions shall be credited to employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

(i) Regular full-time faculty members newly contracted for work shall be placed on the schedule in effect as determined by the College.

(j) The President of the College shall have the authority to increase the salary of any faculty member, to move a faculty member along a given salary level, or to promote any faculty member in case of outstanding merit or for special circumstances.

7.3 Overload and Summer Session Pay

Payment per load unit for overload and summer school for full-time during the term of this Agreement shall be according to the schedule below:

Rank/Level	For 1986-88
Instructor	356
Assistant Professor II	366
Associate Professor III	371
Professor IV	376

7.4 Part-time Compensation

(a) All part-time faculty in the bargaining unit who teach credit classes will be compensated at the Instructor Level I (in 7.3 above) during the term of this Agreement, except as in (b) below.

(b) The President may approve placing a part-time faculty member at a pay level other than Instructor I level.

ARTICLE 8 - TEACHING ASSIGNMENT, COMPENSATION AND CONTRACTS

8.1 Assignment for Loads

As defined here, a full load will be forty-five (45) load units per academic year. Loads are analyzed on a quarterly basis by the College for planning and scheduling procedures but shall be computed for obligation purposes at the end of each academic year. It is understood that overloads or underloads can exist at a particular point in time, but it is the College's desire and purpose to have loads come out as close as possible to the forty-five (45) load units. In order to accomplish this, the College may pay for load units over forty-five (45) accumulated in a given academic year. The College may carry underloads in a quarter or year into the next quarter or into the next academic year for assignment during that quarter or during that year. (An attached letter has been agreed to regarding the yearly requirement of 45 load units in which a "banking" concept has been outlined. The "banking" concept relates to credit course overloads only and does not apply to continuing education or other overloads and allows a maximum "banking" of six quarter hours.)

8.2 Full-time Faculty Teaching Load

A full-time load is forty-five (45) load units. The College will determine the instructional mode and assign load units as follows.

8.3 For Credit Classes

(a) Lecture Mode: One (1) hour per week for a term equals one (1) load unit; OR, where the class does not fall into the Fall, Winter, or Spring Terms, 12 (twelve) classroom hours equal one (1) load unit.

(b) Laboratory: One (1) hour per week for a term equals two-thirds (2/3) load units; OR, where the class does not fall into the Fall, Winter, or Spring Terms, 12 (twelve) classroom hours equals two-thirds (2/3) load units.

(c) Physical Education Activity Mode: One (1) hour per week for a term equals one-half (1/2) load unit.

(d) English Composition: Teaching Assignments in traditional English Composition (examples: WR 121, 122, 123, 222, 227, 241, 243) shall be multiplied by a factor of 1.25 when enrollments exceed twenty (20) students, as verified by the fourth (4th) week enrollment report, or when the College determines that the time devoted to correcting written assignments represents a substantial obligation.

(e) Basic English: Teaching assignments in Basic English or Individualized English Composition shall be multiplied by a factor of 1.10 when enrollments exceed twenty (20) students and by a factor of 1.25 when enrollments exceed thirty (30) students, as verified by the fourth (4) week enrollment report, OR when the College determines that the time devoted to correcting written assignments represents a substantial obligation.

(f) Music Loads:

Lecture/discussion classes	at 1-1 rate.
Laboratory classes	at 0.67 to 1 rate
Private lessons	at .2/student/half hour
Major ensembles	at approved credit hours on 1-1 basis as with lecture class. No additional load unit for logistics.
Small ensembles	at .5 to 1 rate.

(g) Presidential Assignments: Other assignments approved by the President may be given a load unit equivalent and counted in a load. No faculty member shall be assigned released time, nonteaching duties, administrative, or planning duties or the like without approval of the President.

(h) The President of the Faculty Forum shall be awarded three (3) load units of released time (or overload at the discretion of the Forum President) during each quarter that the office is held, subject to payment for the released time by the Faculty Forum. Payment shall be at the relevant part-time/overload rate.

8.4 For Non-Credit Classes

Load units assigned full-time faculty to teach noncredit courses will be determined by the College as above, and then the load unit so determined will be multiplied by a factor of 0.75.

8.5 Underloads/Overloads

(a) In computing loads, a load of fewer than forty-five (45) load units is an underload by the number and fractions of load units below forty-five (45). A load of greater than forty-five (45) load units is an overload by the number and fraction of load units in excess of forty-five (45).

(b) Underloads or overloads will be computed at the end of each academic year.

8.6 Academic Year

(a) Academic Year: The 1986-87 academic year includes the period September 10, 1986 through June 15, 1987. The 1987-88 academic year includes the period of September 9, 1987 through June 13, 1988.

(b) The College may enter into agreement with a faculty member to employ that faculty member for some other period of time in an academic year contract. Examples would be a contract covering the Winter, Spring and Summer quarters; one covering the Fall, Spring and Summer quarters; etc.

ARTICLE 9 - FRINGE BENEFITS

9.1 Sick Leave

(a) Sick leave shall cover absences due to illness of employees. An annual amount of twelve (12) days of paid sick leave shall accrue to members of the bargaining unit at the start of each academic year. Sick leave not used during the current year shall accrue without limit as per ORS 237.017(1) as amended by Oregon Laws 1977.

(b) Pursuant to appropriate Oregon Revised Statutes, the College has requested that members of the bargaining unit be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per ORS 237.017(1), as amended by Oregon Laws 1977.

(c) Sick leave shall also cover absences, not to exceed three (3) days per academic year, due to the death of a member of the immediate family of the member. The immediate family shall be defined as blood relatives and in-laws, to include spouse, children, grandchildren, parents (including step-parents), grandparents, brother and sister (including step-brother and step-sister), uncle, aunt, nephew and niece.

9.2 Emergency Leave

A bargaining unit member shall have available two (2) days of nonaccumulative emergency leave per year which shall be charged against sick leave. Such emergency leave must have written prior approval of the appropriate Dean.

9.3 Sabbatical Leave

(a) A sabbatical leave is granted to a faculty member of the unit only when such leave contributes to the goals of the College and enhances the professional competence of the individual granted the leave. A sabbatical leave is not considered to be a right which automatically accrues because of prior service. Rather, it is considered to be a privilege granted to a faculty member.

(b) In order to be considered for a sabbatical leave a faculty member must make formal application through the accepted channels within the College. The faculty member who applies for a sabbatical leave shall provide a summary of the activities to be undertaken during the leave and shall indicate the potential that these activities have for benefiting the students of Central Oregon Community College, the College as a whole, and the faculty member himself/herself. Within a reasonable time after returning from a sabbatical (normally within thirty (30) working days of such return), the faculty member shall provide the President of the College with a written report of sabbatical activities.

(c) Requests for sabbaticals shall be considered in relation to prior as well as potential future contributions of the applicant. Alternatives for providing service not to be provided by the instructor on leave shall also be considered.

(d) The terms and length of the sabbatical will be determined by the President. The terms and conditions of the sabbatical leave will be combined in a contractual form and will become a contract upon signature of the individual being granted the sabbatical and the President. During the sabbatical leave a faculty member may receive no more than three-fourths (3/4) of his/her nine-month (9) base salary.

(e) Sabbatical salary eligibility will be based only on full-time service at Central Oregon Community College and will be in accord with the following tables.

(f) If a faculty member does not return for the prescribed years of obligatory service that faculty member will be obligated to repay the amount of funds granted according to the following schedule:

For Those Granted Academic Year Sabbatical

Required Service	Return For	Repayment to College
3 academic years	Less than one academic year	Full amount
3 academic years	Less than two academic years but at least one	Two-thirds
3 academic years	Less than three academic years but at least two	One-third

For Those Granted Academic Year Sabbatical (continued)

Required Service	Return For	Repayment to College
2 academic years	Less than one academic year	Full amount
2 academic years	Less than two academic years	One-half Amount
1 academic year	Less than one academic year	Full Amount

For Those Granted One-Quarter or an Eight-Week Sabbatical

Required Service	Return For	Repayment to College
1 academic year	Less than one academic year	Full Amount

(g) The terms of the required service and repayment schedule shall be a part of the contract. The contract shall contain a provision that the amount of the contract (or an appropriate share thereof based on time served) shall be repaid to the College if the individual does not complete the required term of service. Interest on the amount to be repaid will be charged at the then prime interest rate, as charged by the United States National Bank of Oregon, plus two (2) percentage points. Interest will be computed as of the date the contract is violated. Death or disability of faculty member removes repayment obligations from the faculty member or his/her estate.

(h) The Board agrees to budget the following amounts of money for the sabbatical budget:

For the 1986-87 academic year - $32,357

For the 1987-88 academic year - $33,975

(i) Time spent on sabbatical will be considered equivalent as full-time employment for purposes of promotions only.

(j) A faculty member may not be granted a sabbatical leave more than once in any three-year (3) period unless special circumstances exist. All special circumstances or variations from the adopted policies shall be approved by the Board.

ACADEMIC YEAR SABBATICAL

Years of Service	Percentage of Salary	Return (Years)	Eligibility Used (Years)
3	25%	1	3
4	33%	1	4
5	42%	2	5
6	50%	2	6
7/8	60%	3	8
9	75%	3	9

ONE-QUARTER SABBATICAL

Years of Service	Percentage of Salary	Return (Years)	Eligibility Used (Years)
3	1/12	1	1
4	1/9	1	1-1/3
5	5/36	1	1-1/3
6	1/6	1	2

EIGHT-WEEK SABBATICALS

Years of Service	Percentage of Salary	Return (Years)	Eligilibity Used (Years)
3	1/18	1	2/3
4	2/27	1	8/9
5	5/54	1	1-1/9
6	1/9	1	1-1/3

9.4 Unpaid Leave

(a) A faculty member may request an unpaid leave for a reasonable length of time. Such leave shall not normally exceed three (3) consecutive academic quarters. Such requests shall be subject to the approval of the Board of Directors. All understandings regarding the unpaid leave shall be written into a contract, signed by the College and the individual.

(b) Upon return from unpaid leave, the faculty member will be assigned to the same, or substantially equivalent position, which was held before the leave began.

(c) The faculty member shall be entitled the same library and bookstore privileges as faculty members on regular contract during the period of leave.

(d) Upon the faculty member's return to the College, unused accrued sick leave and years accumulated toward tenure and promotion shall be restored to an equivalent level that the member had before the leave began.

(e) The period of time on unpaid leave does not count toward promotion or tenure.

(f) The College shall allow the faculty member to remain under the College insurance program if the faculty member pays the College for the total prorated cost of the insurance.

(g) A faculty member on unpaid leave shall not be considered for promotion or tenure while on such leave.

(h) During an unpaid leave, neither a faculty member nor member(s) of his/her family shall be entitled to enroll in COCC classes free of charge or at reduced rates as otherwise provided in Article 14.1 of this Agreement.

(i) The faculty member who does not return from unpaid leave at the time scheduled shall, upon that date, cease to be a member of the College and shall have no call upon the College of any sort.

A faculty member who desires to extend the period of an unpaid leave shall prepare a written request to the President no later than one month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College.

(j) Any of the foregoing may be modified by mutual agreement of the faculty member and the College.

9.5 Insurance

(a) The current cost of insurance is $1,771 per bargaining unit member. The college will raise it's contribution to full cost for the first year (1986-87), or $2,145 (including disability), whichever is less, and to $2,445 for the second year (1987-88), or full cost, whichever is less. Individuals will pay any additional costs.

(b) The College and the Forum may agree to a new insurance carrier if such action generates no additional cost to the College.

(c) The College will participate in medical and dental only insurance costs for retiring faculty members according to the criteria which follow:

1. The retiring faculty member must be considered by PERS to be a retired member of the COCC faculty and must be receiving benefits from PERS under one of the PERS retirement plans. It is the obligation of the

retiring faculty member to inform the College as to his/her status relative to PERS and to any change in PERS status. Failure of the faculty member to notify the College of their PERS status removes all obligations of the College to provide any insurance assistance.

ii. The faculty member must be between the ages of 58 and 65, and it is only during that period that assistance will be awarded.

iii. The faculty member must have served the College for 15 years in continuous service as a regular, full-time member.

iv. Spouse and dependent children to the age of 21, who are dependents of the faculty member at his/her date of retirement, shall be covered under the retirees insurance policy, if the retiree so chooses.

v. No other person shall be covered, and once an election is made it may not be changed.

vi. Determination of a standard monthly fee to assist with insurance costs will be solely at the discretion of the Central Oregon Community College District Board of Directors.

vii. Faculty members who retire after signature of this agreement, and who meet and maintain full eligibility requirements, shall be eligible to apply for participation.

viii. Notwithstanding the above, the College may, because of financial considerations, determine that it cannot enter any additional persons into the program. Individuals enrolled in the program at the time of this decision will be continued until their eligibility ceases.

ix. The College may ascertain if faculty members can be covered under spouses insurance and will not be obligated to pay for retired faculty members if such is the case.

x. Should the faculty member meet all the qualifications set forth after reaching the age of 55, the member will have the option of retaining coverage at his/her expense until the age of 58, at which point the faculty member will be placed under this plan.

(For the duration of this agreement - 1986-88, the College agrees to provide funds for the above program at $150 per month.)

ARTICLE 10 - DISCIPLINE

10.1 Applicability

Faculty members within the bargaining unit and covered under this Agreement may be disciplined only for cause.

10.2 Progressive Discipline

For the purposes of this Agreement, discipline shall be progressive in application and based upon the severity of the member's action or inaction warranting discipline. Discipline shall mean only the following: Written warning, written reprimand, suspension with or without pay, not awarding salary increment, or demotion. It is agreed that discipline does not include dismissal, discharge or nonrenewal for any faculty member.

10.3 Appeals

Appeals by any full-time member of any discipline imposed on him/her shall be processed first through the grievance procedure of this Agreement at Article 5. Appeals by any part-time member of any discipline imposed on him/her may be processed through Article 5 to the Board of Directors' level only.

ARTICLE 11 - REDUCTION IN STAFF

11.1 Need for Reduction in Staff

In the event of financial need and/or budget restrictions, program reductions, program changes, program eliminations, or decreased student enrollment as the Board of Directors of the College determines, the Board shall determine the number and order of positions to be eliminated and shall implement such reductions in staff after the process contained herein has been accomplished.

11.2 Non-Salary Expenditures

Before instituting a reduction in staff, the College will make a reasonable effort to reduce non-salary expenditures; but such effort must be consistent with the need for the reduction in staff, and such effort must maintain, to the extent possible, the instructional program.

11.3 Determination Procedures

(a) The President of the College shall seek advice from the Executive Committee of the Forum, for information purposes only, before tentatively identifying the program(s) or division(s) where position(s) is to be eliminated. The President shall notify the Division chairperson(s) involved of the impending action, shall furnish the factors to be considered in reaching his/her final decision and shall give the Division chairperson(s) a set period of time in which to advise him/her of the impact of the impending action on the program or division.

(b) After considering the advice received, the President shall make his/her final recommendation(s) regarding the number of position(s) and program(s) or division(s) where position(s) is to be eliminated. The President shall publish internally such final recommendation(s) and provide a copy to the President of the Forum and to any faculty member who is the subject of a reduction in force.

(c) However, in the event a tenured faculty member's position is recommended for reduction in staff, and upon request of that faculty member, the President shall make a reasonable effort to place the member in a vacant position within the same discipline and within the bargaining unit for which the member is fully qualified to occupy, or, under the same foregoing conditions, the President shall make a reasonable effort to place the requesting member in another occupied position within the same discipline and within the bargaining unit which the requesting member is better qualified to occupy than is the incumbent member.

(d) If the foregoing process (in 11.3(c)) results in the displacement of a faculty member in that discipline, then the displaced faculty member shall be treated by the College as if he/she was the subject of the reduction in staff.

11.4 Terminations and Furloughs

(a) When the faculty member whose position is to be eliminated has been identified, the President shall make one or more of the following recommendations to the Board for their final action:

(i) For nontenured faculty, the faculty member shall be given timely notice and thereby terminated or the faculty member shall be placed on furlough status. A faculty member so terminated shall have no reemployment rights.

(ii) For tenured faculty, the faculty member shall be given timely notice and placed on furlough status.

11.5 Timely Notice

"Timely Notice" shall be deemed accomplished when:

(a) The provisions of 11.1 through 11.3 herein have been accomplished.

(b) The faculty member affected by those provisions has been personally given a written notice of the President's recommendation affecting the member's position.

(c) The affected faculty member has been afforded an informal opportunity to respond to the President, or his/her designee, to the written notice of the President within twenty (20) calendar days.

11.6 Furlough Rights and Status

(a) A faculty member on furlough status shall have all the rights and privileges of a member of the bargaining unit on official leave without pay, except that the College's obligations to reemploy are specifically limited to the conditions set forth below, other rules, agreements or understandings notwithstanding.

(b) Faculty member on furlough status who has not been reemployed by the College after eighteen (18) consecutive months on such status shall be deemed to have been given timely notice and his/her employment with the College will have been terminated for all purposes as of the end of that eighteen (18) month period.

(c) During the eighteen (18) month furlough period, if a position becomes permanently vacant in the program or department from which the member has been furloughed (excluding such temporary vacancies as those created by leaves of absence, sabbaticals, transfers to grant accounts, etc.), a faculty member who is fully qualified to fill the vacant position shall be reemployed at a salary rate not less than that which he/she was receiving at the time he/she was furloughed.

(d) In addition to the provisions of 11.5, before a faculty member is furloughed, the implications of such status shall be fully explained orally and in writing to the faculty member by the President or his/her designee and the member shall make written acknowledgment of the furlough status.

11.7 Appeals

(a) Only arbitrary and capricious action(s) taken by the College under the provisions of this Article 11 shall be subject to the grievance procedure of this Agreement (Article 5); provided, however, that:

(i) Any such grievance shall be initiated at Section 5.5 of Article 5 and conform to all the requirements therein.

(ii) In order for such a grievance to be timely filed, the affected faculty member may not initiate his/her grievance earlier than after the provisions of 11.5(b) herein have been followed by the College, and the member may not initiate the grievance later than fifteen (15) calendar days after the provisions of 11.5(b) have been followed by the College.

(iii) It is agreed that the arbitrator, who hears a grievance raised over this Article 11, may remove the threshold standard of arbitrary and capricious in 11.7(a) solely and specifically for the purpose of resolving any allegation by the grievant that the College failed to make a reasonable effort to place a tenured faculty member subject to a reduction in staff into a position within his/her discipline for which the tenured faculty member is better qualified to occupy than the occupant of that position as provided in 11.3(c) above.

ARTICLE 12 - EVALUATION AND PERSONNEL FILES

12.1 Evaluation

(a) Each faculty member shall undergo annual evaluation(s) pursuant to procedures and criteria promulgated by the College.

(b) After the initial evaluation is completed by the College designated evaluator and discussed with the faculty member, the faculty member shall have the right to have a review team review any specific objection(s) to the designated evaluator's evaluation. A written request containing the specific objection(s) for such a review of his/her evaluation must be given to the faculty member's division chairperson within five (5) working days of the meeting between the designated evaluator and the faculty member held to discuss the member's evaluation.

(c) The evaluation review team shall be composed of one (1) faculty member chosen by the faculty Forum and one (1) administrator chosen by the Dean of Instruction. The team's review will be limited to investigating the specific objections, but it may replicate any part of the prior evaluation. The team shall discuss its written findings and recommendations as soon as is possible with the affected faculty member, the designated evaluator and the faculty member's division chairperson. The review team's written findings and recommendations shall be attached to the faculty member's evaluation record and may not be substituted for the original evaluation.

(d) This review process shall not delay any action that the College would normally take in acting on the designated evaluator's evaluation.

(e) No grievances shall be allowed over any portion of this subject or this section.

12.2 Personnel Files

(a) Each faculty member shall have the right to review the contents of his/her own personnel file, which shall be exclusive of materials received prior to the date of employment by the College. One official personnel file for each faculty member shall be maintained by the College.

(b) All material placed in a faculty member's personnel file upon the effective date of this contract must identify who placed the material in the file and it must be dated. The faculty member may request a copy of any materials in his/her personnel file (with the exception noted in 12.2(a) above)at his/her own expense. The faculty member may also include in his/her personnel file a written response to any material in the file.

(c) At any time a faculty member shall have the right to indicate those materials in his/her own personnel file which he/she believes to be obsolete. Such identified materials may be sealed within the personnel file upon mutual agreement of the faculty member and the President of the College; provided, however, the seal may be removed upon the later request of the faculty member whose file it is or the College President.

(d) Access to a faculty member's personnel file shall be limited to only the faculty member involved, such administrators of the College who are assigned to review or place materials therein, such clerical personnel whose duty it is to maintain personnel files, the Board of Directors, acting as a body, and such College committees as are charged by the College to consider personnel matters. All faculty member personnel files shall be stored in secure surroundings when not in use by those officially designated herein.

ARTICLE 13 - PROMOTIONS

13.1 Board .

Prerogatives

The Board of Directors of the College reserves unto itself the exclusive right to promote and does not delegate away from itself that management right by this article.

13.2 College Obligations

The College agrees not to change the promotion criteria during the life of this Agreement without notice to and consultation with the Forum.

ARTICLE 14 - TUITION AND PROFESSIONAL IMPROVEMENT

14.1 Tuition

A bargaining unit member or his/her spouse or dependent to the age of 21 shall be allowed to enroll as either a part-time or full-time student free of tuition cost but subject to the following limitations:

(a) For employees of the College, tuition-paying students shall be given first opportunity to enroll in courses offered by COCC.

(b) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.

(c) The employee pays whatever laboratory fees or other fees which are paid by tuition-paying students in the course.

(d) The employee does not take a course(s) during his/her working hours unless arrangements are approved by the College to make up the time.

14.2 Professional Improvement

Professional improvement is the responsibility of all faculty. Each faculty member is required annually to submit and/or revise a professional improvement plan subject to the approval of the appropriate Dean. Each plan shall provide for a commitment "equivalent" to a full summer session of formal undertaking of a regionally accredited college or university every four years. A faculty member, in cases of extreme hardship, may request a one-year (1) grace period to complete the required work subject to the approval of the President.

14.3 Professional Improvement Account

Funds will be put into the Professional Improvement Account according to the rates which follow:

1986-88 - $230 per full time regular faculty member

(a) The full-time regular faculty member may submit a request to the Sabbatical Leave/Professional Improvement Committee to draw on the account for assistance in completing the required professional improvement activities. The Committee shall consider any request according to the approved procedures and, if deemed satisfactory, shall recommend as to the worth of endeavor to the President who shall have final approval of expenditures from the account commensurate with Board policy.

(b) Using these funds, plus personal funds, the full-time faculty member will complete the required professional improvement program.

(c) Other professional improvement pursuits may be proposed but must be seen as the equivalent of the required summer school.

(d) The funds may not be used for the accumulation of small units of credits. Any activities undertaken must be of an extended nature with a minimum time commitment of at least two weeks.

(e) It is understood that, although the funds are generated on a per-faculty-member basis, the funds are not considered to be a part of the salary of a faculty member nor does any faculty member have any claims whatsoever on the funds except through a properly presented professional improvement program recommended by an appropriate Dean, the Review Committee, and approved by the President.

(f) Operation of the Professional Improvement account: At the beginning of each calendar year (in January), the President shall, after receiving a recommendation from the Professional Improvement/Sabbatical Leave Committee, prescribe the maximum amount that can be awarded to an individual faculty member. It is intended that the award should never be less than the amount of the contribution made in the name of the individual faculty member.

ARTICLE 15 - SAVINGS

Except as otherwise provided for in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law or administrative rules; but the remaining articles, clauses and sections shall remain in full force and effect for the duration of this Agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section or clause. Failure to renegotiate a substitute provision shall not be subject to the grievance procedure of this Agreement.

ARTICLE 16 - FUNDING

16.1 Recognition

The parties to this Agreement recognize that revenue necessary to operate the College's educational and service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances, by vote of the College patrons.

16.2 Renegotiation Provision

Therefore, pursuant to ORS 243.702, the parties agree that, when the Board determines that economic conditions prevent the College from opening or seriously affects the operation of its facilities or programs, then on written request of either party the economic provisions of this Agreement shall be reopened and renegotiated. As used herein, "economic provisions" mean only the salary schedule, the health insurance benefit, and the sabbatical leave benefit. No other provision of this Agreement shall be affected by renegotiation of economic provisions. The impasse resolution procedures set forth in ORS 243.712 to ORS 243.726 shall not apply to such renegotiation.

ARTICLE 17 - WAIVER

The Forum and the College both acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Forum, for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the direction and control of the College and its Board of Directors.

ARTICLE 18 - DURATION

18.1 Effective Dates

This Agreement shall be effective as provided herein and remain in full force and effect until June 30, 1988, when it shall cease and expire on that date. However, if the College and the Forum are engaged in collective bargaining on July 1, 1988, for a successor agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 1988, shall be maintained by the College until a successor agreement is executed or until the Forum has exercised its right and obligations under ORS 243.726 inclusive.

18.2 Agreement Modification

This Agreement shall not be modified during its term except by written mutual agreement of the parties hereto.

18.3 Signatures

FOR THE COLLEGE	FOR THE FORUM
	Loretta D.
Signature	Signature
Chairman Board of Directors	President Faculty Forum
Title	Title
April 9, 1986	April 9, 1986
Date	Date

ATTACHMENT "A"

Letter to accompany 1986-88 Collective Bargaining Agreement Between The Central Oregon Community College Board of Directors and The Central Oregon Community College Faculty Forum, and to be binding in relation to that agreement as discussed during collective bargaining (see Article 8.1).

Stipulations Regarding Load Units

The Yearly Requirements of 45 Load Units

There are statements in the 1983-86 Collective Bargaining contract regarding 45 load units per year. One of those statements, on page 25 of the above contract, reads as follows:

> 8.1 Assignment of Loads
>
> As defined here, a full load will be 45 load units per academic year. Loads are analyzed on a quarterly basis by the College for planning and scheduling procedures but shall be computed for obligation purposes at the end of each academic year. It is understood that overloads or underloads can exist at a particular point in time, but it is the College's desire and purpose to have loads come out as close as possible to the 45 load units. In order to accomplish this, the College may pay for load units over 45 accumulated in a given academic year. The College may carry underloads in a quarter or year into the next quarter or into the next academic year for assignment during that quarter or during that year.

The above is a rather precise statement and indicates a joint requirement on staff and faculty to cooperate in bringing about 45 load units per year.

The statement above, however, does not clearly indicate all the possibilities that might occur in relation to the 45 load units. The following additional opportunities are available.

Case A. A faculty member may have less than fifteen load units in a quarter and may be assigned additional load units beyond 15 in subsequent quarters to come to an actual 45 load units/year.

Case B. A faculty member may have more than 15 load units in a quarter and may be assigned fewer than 15 load units in subsequent quarters to come to an actual 45 load units/year.

Case C.) As well as A and B above, a faculty member may have more (C) or fewer
Case D.) (D) than 45 load units in a given year and would then be assigned fewer (C) or more (D) load units in subsequent years.

Case E. A new alternative appears in the 1986-88 Contract for the first time and provides that a faculty member who generates an overload in credit classes in one quarter, or one year, may, subject to the approval of the College, "bank" that overload for up to one year and use that "bank deposit" to take a reduced load in a future quarter or year. This approach will be monitored by the Dean of Instruction to assure that a balance is maintained between the College's need for the faculty member(s) and the needs of the faculty.

Overloads, whatever form they come in, will first be used to offset any underloads.

Overview of Loads

The Dean of Instruction is responsible for assignment of loads and does so with the recommendation of appropriate administrators in hand. The Dean of Instruction is required to stay within certain guidelines as issued by the President under Board policy. The Dean of Instruction is responsible for assigning loads and for preparing load reports which come to the President for signature before payment for overload.

ATTACHMENT "B"

Stipulations Regarding Curriculum and Course Planning

The College, when it employs teaching personnel, attempts to employ the best individuals available and does so with the understanding that, among other duties, it is the obligation of the faculty member to use a portion of his/her time and expertise in keeping courses and curriculum modernized and in good working order. Course and curriculum planning, on a regular basis, are essential aspects of a teacher's work.

Question: When would the College pay extra or separately for a regular faculty member to undertake course development and curriculum work?

Answer: Only in the most unusual circumstances. However, there would be such circumstances and they might be characterized by the following:

1. Cases where the development was not central to the faculty member's preparation and the development required extensive additional faculty member preparation. Possibly, in this case, there would be no other person available to develop the curriculum.
2. The curriculum development was to take place outside the normal faculty contract period. (Not to replace normal curriculum work during the year.)
3. The curriculum development was of an urgency to ask that it be assumed on top of an already full commitment.
4. The need for the curriculum development comes from a person or outside force and requires extraordinary time, detail, or attention.

5. Sudden changes in technology that places unusual stress on faculty.

The crux of the matter is that normal curriculum development is a function of the regular faculty role and extra pay or reduced load for course and curriculum preparation will continue to be used only to accomplish extraordinary tasks.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHEMEKETA COMMUNITY COLLEGE

AND

CHEMEKETA COMMUNITY COLLEGE
EDUCATION ASSOCIATION

1987 - 1989

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CHEMEKETA COMMUNITY COLLEGE
AND
CHEMEKETA COMMUNITY COLLEGE
EDUCATION ASSOCIATION

This Agreement between the Chemeketa Community College District Board of Education, hereinafter referred to as the "College," and the Chemeketa Community College Education Association of the Oregon Education Association as certified by the Employment Relations Board, and hereinafter referred to as the "Association." Executed this 11th day of June, 1987, at Salem, Oregon, by the undersigned officers of authority on behalf of the College and the Association.

FOR THE ASSOCIATION

Arthur Berman
President
Chemeketa Education Association

Steven C. Heath
Chairperson-Negotiations Team
Chemeketa Education Association

FOR THE COLLEGE

Mary Barth Pearson
Chairperson
Chemeketa Community College
Board of Education

William E.
President/Clerk
Chemeketa Community College

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ARTICLE 1 - RECOGNITION

A. Chemeketa Community College hereby recognizes the Chemeketa Education Association affiliated with the Oregon Education Association and the National Education Association as the exclusive representative of the professional staff of the College, contracted by the College for a full academic year at one-half time or more to perform teaching, student counseling and/or other duties as directed by their immediate supervisor, director, and/or division manager.

B. Specifically excluded from the provisions of this Agreement are supervisory and confidential employees contracted by the College as management employees, all other employees not meeting the criteria set forth in Section A of this Article and employees hired for a specific period of time under special state and federal programs, except for those employees who are members of the bargaining unit at the time they accept special projects assignments. In such cases availability of grant funds will determine the extent of the benefits provided under this Agreement. The College agrees to make application for adequate grant funds to insure full compliance with the Agreement.

C. The College and the Association agree to the provisions of this document.

ARTICLE 2 - AUTHORITY

A. In the event that any provision of this Agreement is contrary to any policies adopted by the College prior to the effective date of this contract, then the provisions of this Agreement shall apply.

B. In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto, that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 3 - ALTERATION OF AGREEMENT

A. Any time the College determines that personnel policies not covered by this Agreement should be amended or new personnel policies adopted, they will provide the Association one (1) calendar month notice and an opportunity to respond prior to the time the amendment or new policy becomes effective.

B. This document contains the full and complete Agreement reached on issues considered during negotiations. All prior college-wide conditions of employment which are mandatory subjects of bargaining in existence for at least two (2) years shall remain in effect for the duration of this Agreement unless mutually agreed otherwise.

ARTICLE 4 - DURATION

A. This Agreement shall be effective upon being signed by both parties and shall remain in effect through June 30, 1989.

B. This Agreement shall be automatically renewed from year to year unless the College or the Association provides written notice to the other not later than December 1, 1988, of its desire to modify the Agreement for a successive term or to terminate the Agreement. In the event such notice is given, negotiations shall commence within sixty (60) days on the subject or subjects identified pursuant to the collective bargaining procedures of ORS 243.650 to 243.782.

ARTICLE 5 - MANAGEMENT RIGHTS

A. The Association recognizes that the College has the responsibility and authority to manage and direct and otherwise control, on behalf of the public, all of the operations and activities of the College.

B. The College retains all rights and prerogatives not specifically restricted by this Agreement.

ARTICLE 6 - STRIKES, LOCKOUTS

A. The Association agrees that during the term of this Agreement they will not participate in a strike, work stoppage, slow down, picket line observance which interferes with an employee's normal duties, or other concerted work action at the College. Employees who participate in any such action may be subject to appropriate discipline.

B. The College agrees that during the term of this Agreement there will be no lockout of members of the bargaining unit.

ARTICLE 7 - FUNDING

A. The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures and by a vote of the electorate of the District.

B. This Agreement, therefore, is entered into contingent upon the approval by the electorate of a budget sufficient to fund the Agreement. The College agrees to include in its budget requests amounts sufficient to fund this Agreement.

ARTICLE 8 - ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right, without charge, to use College facilities for meetings. College facilities shall be scheduled in advance when they are required for meetings.

B. Association business shall be transacted at such times that it will not interfere with the performance of the employee's regular duty; however, regular meetings of the Association shall be conducted at times outside of the generally recognized school day.

C. The Association shall have the right to post notices on instructor bulletin boards and to use the College's mail service for communications providing such postings and communications are not detrimental to the College. A copy of all posted notices shall be provided to the Personnel and Affirmative Action Department.

D. The College shall place on the agenda of each regular meeting of the District Board of Education any matters brought to its consideration by the Association as long as those matters are made known to the President's office in accordance with District policies and College regulations.

E. The President of the Association shall be the official advisory representative to the District Board and may attend all regular and special meetings of the Board. The representative may participate in all public proceedings with voice but without vote. If the President of the Association is unable to attend the meeting, another officer of the Association may substitute for the President.

F. The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of college policy and ORS Chapters 192 and 341.

G. The Association will be provided within ten (10) working days of the beginning of each Fall term a report containing the names, addresses and location of all bargaining unit members. Within ten (10) working days after the start of Winter and Spring term the Association will be provided a report containing all changes to the bargaining unit.

ARTICLE 9 - CONTRACT COMPLIANCE

Any individual employment contract between the College and an individual, as defined in Article 1 of this Agreement, shall be subject to the terms and conditions of this Agreement. If such an individual employment contract contains language contrary to this Agreement, this Agreement during its duration shall be controlling.

ARTICLE 10 - NONDISCRIMINATION

A. The College and the Association affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, religion, sex, physical handicap, national origin or marital status, as defined in ORS 659.

B. All references to employees in this Agreement designate both sexes and when the male gender is used, it shall be construed to include both male and female employees.

C. This Article shall be excluded from arbitration. Appeals shall be made through appropriate college, state, and federal agencies.

ARTICLE 11 - RETRENCHMENT

A. For purposes of this Article, retrenchment is a reduction in personnel or a reduction in an individual's workload made necessary by a lack of financial resources or because of substantially declining enrollment, or as a result of organizational or technological changes. If retrenchment is necessary, then reduction of personnel or reduction in an individual's workload shall be applied as hereinafter set forth.

B. As soon as reasonable after the College determines that retrenchment may be necessary, but prior to its implementation, the College shall schedule meetings with the Association and such employees as the Association and the College invite to discuss and consider alternative actions. (e.g., reassignment within the affected unit, transfer to another unit, or retraining). If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.

C. If the College determines that retrenchment is necessary, the affected personnel and the Association shall be notified, and retrenchment shall be made as circumstances require, provided that the following order shall be utilized to the extent feasible within each affected unit:

1. Less than half-time employees
2. Temporary employees
3. Probationary employees
4. Regular status employees

Retrenchment shall be made in the inverse order of length of continuous service from the most recent date of employment, at the College, provided the remaining employees have the necessary qualifications to teach the remaining courses and/or perform the remaining duties.

An employee with experience in more than one affected unit shall be considered to have seniority in any unit where he or she has two (2) years of work experience within the last five (5) years.

D. Affected unit for purposes of retrenchment shall be defined as a group of employees under the supervision of a director, or a division manager, if there is no director.

E. Persons who are employed by the College outside the bargaining unit shall not accrue seniority while they are outside the bargaining unit. In any case, if they remain outside the bargaining unit for more than three (3) consecutive years, they shall relinquish all seniority rights.

F. Employees who are reassigned or transferred may be required to complete specified activities in a reasonable, specified period of time for the purpose of more completely equipping themselves for their new assignments. Article 20 shall not apply to this situation. Failure to sign such agreement or meet its terms may result in the retrenchment of the employees from their previous positions.

The specified activities for affected employees would be determined by the appropriate administrators after conferring with the members of the employees' new department(s). These activities shall be determined only after an examination of the academic preparation, previous experience, and other background of the persons affected.

Qualifications for positions shall be no more than what would normally be required of new hires.

Costs associated with such retraining may be borne by the College and/or may be loaned to the employee. Such a loan may be forgiven if agreed-upon conditions for the loan have been met.

G. Employees shall be fully informed about the proposed retrenchment and the extent of their rights. Affected employees may submit alternative proposals to the appropriate administrators.

1. Personnel to be retrenched as a result of organizational or technological changes shall be given notice 90 calendar days prior to the time the retrenchment is to occur.
2. Personnel to be retrenched as a result of declining enrollment shall not be retrenched until the end of the term in which the declining enrollment occurs. In any event, the retrenched employee shall be given no less than 45 calendar days prior notice.
3. Personnel to be retrenched as a result of loss of financial resources shall be given notice 90 calendar days prior to the time the retrenchment is to occur if such decision is made prior to May 6; 75 calendar days notice if such decision is made prior to June 17; and 60 calendar days notice if such decision is made after June 17.

H. Members affected by reassignment, transfer, or retrenchment shall have recall rights within an affected unit for two (2) years and shall be recalled in inverse order of being reassigned, transferred, or retrenched provided they are qualified to perform the assignment to which they are being recalled.

1. Nothing in this Section shall preclude the College from offering a retrenched employee another position at the College for which the College determines he/she is qualified. In such a case, the provisions of Article 14 would not apply.
2. The College will consider the recall and reassignment or transfer to vacant positions which become available in the bargaining unit during the recall period. The training requirements and guidelines in Section F of this article could also apply to this situation.
3. Qualifications for recall shall be no more than what would normally be required of new hires.
4. An employee declining recall to a position of the same or greater salary as the position which he/she originally had shall forfeit further recall rights.

ARTICLE 12 - PERSONNEL FILES

A. The College shall maintain an official personnel file in the College Personnel and Affirmative Action Department for each employee.

B. The file shall contain copies of evaluations, commendations, letters or other materials deemed appropriate by the College. All entries must be dated and signed by the submitting party.

C. Any materials placed in the personnel file shall be placed within a reasonable period of time. Except for employment intent letters and employment contracts returned to Personnel and Affirmative Action by the employee, the employee shall be notified within ten (10) working days and allowed to respond. Any written response of the employee shall be placed in the personnel file provided that the response is received by Personnel and Affirmative Action within fifteen (15) working days following the date of employee notification.

D. The personnel file shall be open for inspection by the employee, and such other persons as are officially designated by the College or the employee in accordance with such rules and regulations as the College may adopt.

E. Materials that are obtained confidentially by the College during the employing process shall not be made a part of the personnel file.

F. Materials may be expunged from the file by mutual consent of the College and the employee.

G. No materials in the personnel file more than five (5) years will be used in any proceeding conducted pursuant to the terms of this Agreement.

H. Nothing in this Agreement shall be construed to prevent or restrict supervisors from maintaining individual working files which shall be deemed personal to the supervisors as part of their work product. Such materials may not be utilized in any proceedings unless made a part of the official file at the time the College gives notice to the employee of disciplinary or dismissal action in question or unless relevant to rebut new information introduced by an employee in any proceedings.

ARTICLE 13 - EVALUATIONS

A. Both the College and the Association agree that the purpose of evaluation at Chemeketa Community College will be the improvement of instruction and:

   1. To identify weaknesses in staff performance, and eliminate such weakness;
   2. To identify specific strengths and provide for formalized recognition of staff accomplishments;
   3. To provide staff members a means for identifying their growth and professional development;

4. To help identify individual and in-service training requirements;
5. To provide continuing documentation for pay and promotional actions or to determine whether an employee's employment should be continued.

B. Nothing in this Section shall be construed to limit the evaluative techniques and methods that may be used, or to prevent individual departments from developing independent techniques and methods so long as they are consistent with the purposes defined in Section A of this Article.

C. A regular employee may be evaluated when the College determines to do so. If the College determines to not evaluate a regular employee for any reason, the lack of a formal evaluation shall not be used to justify denial of an increment or to support disciplinary action, termination, or nonrenewal.

D. A recommendation for continuing employment, salary placement, or promotional action, any or all of which may include an evaluation, as specified in Article 28, shall be in writing and shall be completed prior to March 1 of each year.

E. To assist the staff in identifying their professional strengths and weaknesses, students and peers will be encouraged to evaluate the staff. These evaluations may be used as a means of identifying strengths or weaknesses in staff performance and to trigger further evaluation and corrective action when appropriate but shall not be used in any proceeding which involves disciplinary action, termination, or nonrenewal. Copies of these evaluations shall be made available to the employee.

F. If the College determines that the performance of an employee who has attained regular status is substandard, the following procedure shall be followed to provide an opportunity for the employee to improve performance:

1. The employee's supervisor shall hold a conference where the employee is informed in writing of the deficiency and the level of performance expected of the employee.
2. The supervisor may suggest methods of improvement to correct the deficiencies identified under paragraph 1.
3. The employee will be given sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of 120 calendar days. The March 15 date for "Notice of Employment" or nonrenewal shall be extended accordingly.
4. Once the employee has met or exceeded the level of performance outlined in Section F.1, the supervisor will notify the employee and trial service shall be discontinued.
5. Employees who fail to meet the expected level of performance may be terminated or nonrenewed as provided in Article 15.

G. The employee shall be provided a written copy of every official evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the employee chooses to respond, then the response will be attached to the evaluation and placed in the personnel file. In either event, the employee agrees to sign the evaluation.

ARTICLE 14 - NOTIFICATION OF VACANT POSITIONS

A. In the event of the opening of a new or replacement bargaining unit position or of any other new or replacement position for which members of the bargaining unit would be qualified, the employer shall post notice on specified college bulletin boards of the availability of the position, the qualifications necessary and the approximate date the position will be available. Advertising and posting shall be for a minimum of five (5) working days or fifteen (15) calendar days, whichever is less.

B. This provision shall not be applicable for temporary appointments to complete the remainder of an academic term or for new temporary positions with an anticipated duration of less than one (1) year.

C. The College shall continue to include professional staff in the process of selecting bargaining unit personnel. However, nothing herein shall be construed to limit the right of the College to exercise its sole discretion in the employment of personnel.

ARTICLE 15 - EMPLOYMENT STATUS

A. Every new employee shall serve a probationary period of three (3) years. An employee may be required to serve one (1) additional year of probation when, in the judgment of the supervisor, the employee has not achieved the desired level of improvement outlined for him/her in accordance with Section B of this Article but has improved to the extent that the additional year of probation may allow him/her to make further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate administrator.

B. Probationary employees shall receive performance appraisals as follows:

1. They shall be evaluated at least twice prior to March 1 of the first two (2) years of employment and at least once prior to March 1 in the third year and, in the cases where probation is extended, once prior to March 1 in the fourth year.
2. The evaluations shall be in writing, indentifying areas in which the supervisor notes that improvement is required.
3. Employees will be provided with a statement outlining the expected performance objectives.

C. Contracts for the probationary period shall be for one (1) year. A probationary employee may be nonrenewed, in accordance with Section D of this Article, for any cause deemed in good faith sufficient by the College and may be terminated at any time, so long as such action is not arbitrary or in bad faith.

D. If the College decides not to renew the contract of a probationary employee, the College shall provide notice of the nonrenewal decision no later than March 15. A notice of nonrenewal shall be sent by certified mail to the employee's last known address and shall include the reason(s) for the nonrenewal. If the College fails to provide such notice by March 15, then an offer of reemployment shall be considered to have been made and the employee may validate such offer by providing written notice to the College prior to April 1 of his/her acceptance of the offer.

E. An employee who completes his/her probationary period shall attain regular status, unless he/she was notified of nonrenewal in accordance with Section D of this Article. The employment of a regular employee may be terminated for just cause.

F. All employees shall receive notices of their employment status by March 15 of each year. Such notices shall include the total number of contract duty days, the date the work year shall commence, the employee's salary step, and the employee's status as a probationary or regular employee. On or before April 1, an employee shall acknowledge receipt of the notice of employment status and shall notify the College of his/her intent to continue employment. Failure by the employee to provide written notification to the College shall release the College from any additional obligation.

G. An employee shall be considered to have completed a year of employment if they have been contracted for a full academic year at one-half or more of the workload for that year. Employees who begin service in mid-year shall be considered to have completed a year of employment if they have been contracted for three academic quarters at one-half or more workload for that period.

H. Any termination for inadequate performance shall be on thirty (30) calendar days notice.

ARTICLE 16 - CURRICULUM COMMITTEE

Members of the bargaining unit shall be included on any committee established by the College to review curriculum, program or course changes.

ARTICLE 17 - SICK LEAVE

A. At the beginning of each year, each employee on a 180 day contract shall be granted a ten (10) day sick leave allowance; each employee on a 200 day contract shall be granted an eleven (11) day sick leave allowance; and each employee on a 230 day contract shall be granted a twelve (12) day sick leave allowance.

B. The accrued but unused portion of sick leave shall accumulate to an unlimited number of days.

C. At the beginning of the fourth year of full-time employment, but not in succeeding years, each employee on a 180 day contract shall be granted an extra three (3) days of sick leave.

D. Employees who are absent due to illness or injury may be required to keep their immediate supervisor informed as to their physical status. Procedures for reporting shall be as specified by the immediate supervisor.

E. Sick leave accumulated under employment with other Oregon community colleges may be transferred to a new employee's sick leave account when provided by law.

F. Sick leave is in the nature of insurance against loss of income as a result of incapacitory illness or injury of the employee. Accrued but unused sick leave is not payable on termination of employment for any reason provided that upon retirement the value of one-half (½) of accumulated sick leave may be added to the final year's salary for the purposes of determining final average earnings to be used in computing benefits under the Oregon Public Employes Retirement System.

ARTICLE 18 - LEAVES WITHOUT PAY

A. An employee may be granted a leave of absence without pay for up to two (2) years if the particular educational program for which the employee is responsible will not be adversely affected by his/her absence. Requests for such leaves shall be submitted to the employee's immediate supervisor in writing and must include a detailed explanation of the reason for the requested absence. Requests shall be submitted in sufficient time to allow reasonable time for review. A response to such a request will be given in time to allow the employee adequate notice of its disposition prior to the period for which the leave is being requested.

B. Leaves of absence without pay for less than two (2) weeks will require the approval of the division manager. Leaves of absence without pay for more than two (2) weeks, up to one (1) academic term, will require the approval of the President. All other requests for leaves of absence without pay will require the approval of the District Board of Education.

C. During such leave(s) which exceed one (1) month in duration the employee shall not accrue any benefits; however, arrangements may be made by the employee with the College to defer upon himself/herself the costs of group insurance benefits, if approved by insurance carrier, for the duration of such leave.

D. Employees shall be returned from such leave at the salary step which they had earned at the time the leave was granted, except when the leave was granted for an approved professional development activity, in which case the employee, if the employee establishes that approved activity has been satisfactorily completed, will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred. In such event, not more than one (1) additional step may be granted. Reinstatement of group insurance benefits shall be requested of the insurance carrier(s) but reinstatement shall be governed by the terms of the insurance policy or policies.

E. An employee on Long Term Disability Leave that does not exceed one (1) year shall be returned from such leave to the same position and salary step assigned at the time the LTD leave was granted. An employee on LTD leave for more than one (1) year shall have a right of recall for additional periods of one (1) year for each two (2) years he/she had been employed by the College prior to the commencement of his/her LTD leave, to a maximum of five (5) years. An employee who wishes to exercise his/her right of recall under this provision shall notify the College of his/her availability for work and shall be recalled to the first available assignment he/she is qualified to perform. Such employees shall be returned at the same salary step assigned at the time the LTD leave was granted.

ARTICLE 19 - SABBATICAL LEAVE

A. Employees shall be eligible for three (3) terms sabbatical leave after having completed six (6) years of full-time service in the bargaining unit. After taking a sabbatical, employees shall become eligible for one (1) additional term sabbatical after having completed two (2) additional years of full-time service in the bargaining unit, with a maximum accumulation of three (3) terms sabbatical earned, and can only be taken if a minimum accumulation of two (2) terms sabbatical are earned.

B. A sabbatical leave committee comprised of five (5) members shall be appointed. Two (2) persons shall be appointed by the Association, and three (3) persons by the College. Sabbatical leaves shall be granted for the purpose of educational travel and/or advanced study which would have a direct impact on the quality of educational services at the College. Criteria for qualification and procedures for the application of such criteria shall be determined by the sabbatical leave committee. If, according to guidelines and procedures established by the sabbatical leave committee, a sufficient number of qualified applications are received, four percent (4%) of the total employees shall be permitted to leave at any one time.

C. Compensation for salary, sick leave allowance, and personal business leave allowance for employees who are granted sabbatical leave will be seventy-five percent (75%) for each term of sabbatical leave.

   1. Employees will be given the option to spread the seventy-five percent (75%) compensation over a period of time equal to twice the time of the sabbatical leave.

EXAMPLES:

	(a)	(b)	(c)	(d)	(e)
Sabbatical	75%	95%	90%	85%	85%
Period 1	100%	90%	90%	90%	95%
Period 2	100%	90%	95%	100%	95%

(Note: Period 1 may be taken before or after the sabbatical.)

2. Employees who have never taken a sabbatical at the College and who have had at least ten (10) years of full-time service in the bargaining unit shall be compensated at eighty-five percent (85%) for up to three (3) terms of leave which must be taken within six (6) years of the commencement of the first term of leave.

3. All other employee benefits shall be maintained at the normal rate during the period of the sabbatical.

D. Sabbatical leave applications must be completed and submitted in writing to the requesting employee's immediate supervisor not later than February 15 of each year for leaves to be taken the following year. If all eligible leaves are not awarded on the February date, applications for a spring leave will be accepted until October 1. Sabbatical leave applications and procedures for preparing and processing of requests are available in the College Personnel Office. Periodic reports shall be made by faculty members while on sabbatical.

E. Upon completion of the sabbatical leave the employee must return to the employ of the College for a period two (2) times as long as the duration of the leave. The College agrees that the employment offer will be of at least equal status to that held prior to the leave.

F. In the event the employee fails to return to the employ of the College, he/she may be required to return any or all of the compensation received from the College during the period of the leave.

G. Employees returning from sabbatical leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The employer agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an employee is required to take by the College.

B. The College will establish a fund for the purpose of supporting faculty professional activities such as travel to make presentations at professional gatherings, travel to participate as an officer in a professional organization, or honoraria for faculty who make presentations for the professional growth of other faculty. Criteria for the awarding of funds and application procedures will be developed and administered by the Academic Services Council. The criteria, application procedures, and amount of funds available will be made known to faculty by the College at the beginning of each academic year.

C. At the beginning of each academic year, each department will be credited with the sum of two hundred fifty dollars ($250) per full-time faculty member for the travel and professional activities of departmental faculty.

D. Training which may be elected by the employee for reassignment or transfer to avoid retrenchment or to activate recall is addressed solely in Article 11, and is not subject to Section A of this Article.

ARTICLE 21 - PARENTAL LEAVE

A. Maternity leave from the midpoint of pregnancy or upon recommendation of her physician to a maximum of one (1) year shall be granted without compensation.

B. Employees who take maternity leave after completion of at least two (2) terms of an academic year will receive credit for a full year of teaching experience; however, time spent on maternity leave may not be applied toward the completion of the probationary period.

C. Except as provided in Section B of this Article, employees returning from maternity leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

D. Upon request by the employee, the Board may extend the leave beyond the one year limit specified in Section A of this Article. However, credit on the salary schedule shall not be allowed for such extensions.

E. Employees may use accrued sick leave during the period(s) of actual disability relating to the pregnancy if such disability occurs during a period of active employment.

F. Upon request, an employee shall be allowed up to one (1) year's leave without pay for paternity or adoption. Such leave may be extended by the College beyond the one (1) year.

ARTICLE 22 - BEREAVEMENT LEAVE

A. In the case of death in the employee's immediate family, the employee shall be granted such time as is required up to three (3) working days leave with pay for the purposes of attending the funeral or making the necessary arrangements. Bereavement leave shall not be cumulative from year to year. Up to an additional five (5) working days may be granted when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements, which shall be deducted from accrued but unused sick leave.

B. For the purposes of the Article, immediate family shall include: parent, child, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, grandparent, grandchild, or a dependent who lives in the household.

C. The employee shall provide the earliest possible notice of his/her absence to the College and following his/her return to duty, he/she may be required to submit a written validation of the reason for the leave.

ARTICLE 23 - POLITICAL LEAVE

A. A faculty member who is elected or appointed to a full-time public office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay for the duration of such public service.

B. Upon his/her return, he/she shall be placed at no less than the same position on the salary schedule as he/she was at the time the leave was granted.

C. A leave of absence without pay for one (1) term shall be granted to any faculty member upon application for the purposes of running for political office.

ARTICLE 24 - PERSONAL BUSINESS OR EMERGENCY LEAVE

A. An employee shall be granted up to two (2) days personal leave with pay each year, providing:

1. A satisfactory explanation is provided in a written request to the immediate supervisor which shall be kept confidential by the supervisor;
2. The employee states in the request that such leave is to be taken for important personal business, not of a recreational nature, nor for child care purposes, that cannot be conducted outside of regular working hours; and
3. The request be submitted to the employee's immediate supervisor in sufficient time to allow for rescheduling of responsibilities if necessary. Advance approval for such leave is obtained from the employee's immediate supervisor, except in the case of a bona fide emergency in which event approval may be granted after the leave is taken.

B. Personal business leave shall not accumulate from year to year.

ARTICLE 25 - JURY DUTY

A. An employee shall be granted leave with pay for service upon a jury or when subpoenaed as a witness; however, such compensation shall be reduced by the amount the employee received for such jury service or as a witness, excluding compensation for travel or expenses.

B. During the period of time an employee is on jury duty, he/she will be responsible for reporting for duty at the College on those days when he/she is not required to report for or is excused for the day from jury duty.

ARTICLE 26 - TUITION WAIVER

A. The employer agrees to waive tuition for any employee or member of his/her immediate family who enrolls in classes at Chemeketa Community College. Such classes may be taken either with or without credit; however, tuition waiver shall apply to a maximum of twelve (12) course hours, not more than six (6) of which can be nonreimbursable course hours (aggregate) per term for each employee and/or family. Immediate family for this purpose shall include spouse, children, or dependents who live in the household.

B. An employee may enroll in a class providing attendance does not interfere with the employee's regular responsibilities to his/her students, he/she has first received written permission from his/her Director and such classes do not require rescheduling of assigned classes and duties.

C. In no instance shall the employee or family member taking tuition-free classes result in the displacement of students paying tuition for class(es).

ARTICLE 27 - CALENDAR

A. The contract year shall not exceed 180 days, 200 days and 230 days, including the following holidays: Veteran's Day, Thanksgiving and the Friday following Thanksgiving Day and Memorial Day. Labor Day, Fourth of July, Christmas Day and New Year's Day shall be considered paid holidays for any employee whose normal work schedule requires him/her to be on duty the day before and the day after such holiday, excluding weekends. Employees shall work their last scheduled day preceding and their first sceduled day following the holiday including weekends as a prerequisite to pay for such holidays.

B. Prior to official adoption, any proposed calendars affecting the Bargaining Unit will be referred to the Association for review and recommendation.

C. Employees may upon request and with the approval of the supverisor work up to four (4) additional days where necessary in connection with preparation for a school term.

ARTICLE 28 - SALARY

A. The employer and the employees agree that the thirteen (13) step salary schedule index as set forth below shall be the official salary schedule for employees for the term of this Agreement and shall not be deviated from except as provided through this Agreement or through mutual consent of the Association and the College.

1. Shown below are the factors used for generating the salary schedule.

SALARY SCHEDULE INDEX

Steps	180 Days	200 Days	230 Days
1	1,000	1.111	1.222
2	.957	1.063	1.169
3	.916	1.018	1.119
4	.876	.974	1.071
5	.839	.932	1.025
6	.803	.892	.981
7	.768	.853	.939
8	.735	.817	.898
9	.704	.782	.860
10	.673	.748	.823
11	.644	.716	.787
12	.617	.685	.754
13	.590	.656	.721

2. Shown below are the dollar amounts for each step of the salary schedule.

ANNUAL SALARY SCHEDULE
July 1, 1987 through June 30, 1988

Steps	180 Days	200 Days	230 Days
1	$33,472	37,187	40,903
2	32,033	35,581	39,129
3	30,660	34,074	37,455
4	29,321	32,602	35,849
5	28,083	31,196	34,309
6	26,878	29,857	32,836
7	25,706	28,552	31,430
8	24,602	27,347	30,058
9	23,564	26,175	28,786
10	22,527	25,073	27,547
11	21,556	23,966	26,342
12	20,652	22,928	25,238
13	19,748	21,958	24,133

B. The above salaries shall be adjusted for 1988-89 as follows. Effective July 1, 1988, the base salary shall be increased by a minimum of three percent (3%).

1. If the annual average Portland Consumer Price Index for all urban consumers (CPI-U) exceeds three percent (3%), then eighty percent (80%) of the increase between three percent (3%) and the average annual increase up to a maximum increase in the index of six percent (6%), shall be added to the above minimum three percent (3%) increase. Total salary maximum increase could be five and four tenths percent (5.4%).
2. The Portland CPI-U average annual increase shall be determined by averaging the percent change of the Portland CPI-U for each of the following reporting periods: January 1987 to January 1988; July 1987 to July 1988.

C. Criteria for minimum placement on the salary schedule shall be as follows:

1. Placement on Step 13:
    a. Individuals with five (5) years of full-time experience in the field of their primary assignment; or
    b. Individuals with an associate degree and four (4) years of full-time experience in their field of primary assignment; or
    c. Individuals with a baccalaureate degree from an accredited college or university and three (3) years of full-time experience in the field of their primary assignment; or
    d. Individuals with a master's degree from an accredited college or university.
2. Placement on Step 12:
    a. Individuals with eight (8) years of full-time experience in their field of primary assignment; or
    b. Individuals with a master's degree from an accredited college or university with at least thirty (30) quarter hours of graduate credit in their field of primary assignment and one (1) year of full-time experience in their field of primary assignment; or
    c. Individuals with at least ninety (90) quarter hours of graduate credit from an accredited college or university in their field of primary assignment.
3. Placement on Step 11:
    a. Individuals with twelve (12) years of full-time experience in their field of primary assignment; or
    b. Individuals with at least ninety (90) quarter hours of graduate credit from an accredited college or university and one (1) year of full-time experience in their field of primary assignment.
4. Placement in cases of special need:

    The College President may, in cases of special need, authorize the initial salary placement of an individual at any step on the salary schedule.

D. Full-time experience shall mean an accumulation of three (3) academic quarters of teaching with an academic assignment of fifty percent (50%) or more.

E. Movement on the salary schedule Steps 13 through 1:

Herein the annual performance rating refers to that evaluation which contains the recommendation for salary step placement for the following year.

1. An employee obtaining an annual performance rating of "Outstanding Performance" will receive one (1) step and may receive one (1) additional step for the following year.
2. An employee obtaining an annual performance rating of "Effective Performance" will receive one (1) step for the following year.
3. An employee obtaining an annual performance rating of "Need for Improvement" may remain at his/her present step for the following year. Such an employee will be evaluated and may be placed in trial service status under Article 13F. Where appropriate an Improvement Plan (See Appendix A) will be developed by the employee and the supervisor. The employee's supervisor will identify the problem area(s) and suggest methods of improvement.
4. Step movement beyond the term of this Agreement shall not be considered a continuation of this contract and is subject to the bargaining process.

F. Employees engaged in extra responsibilities beyond the normal contract responsibilities shall be compensated as determined by the director and division manager.

G. Employees required to work more than their contract days shall be compensated for their additional days at the applicable per diem rate of 1/180, 1/200 or 1/230 for each additional day worked. An official College holiday shall be considered a working day if it occurs during the period of the extended contract.

H. The College shall not withhold from employee compensation the contributions required by ORS 237.071; and shall assume and pay the employee contributions to the Public Employes Retirement System for employee members participating in the Public Employes Retirement System to a maximum contribution by the College of six percent (6%) of the employee's salary for purpose of the Public Employes Retirement System. Such payment of employee member monthly contributions to the system shall continue for the life of this Agreement. The full amount of required employee contributions paid by the College on behalf of employees shall be considered as "salary" within the meaning of ORS 237.003 (12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such paid employee contributions shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

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Employees who have been at the top of the salary schedule (old step 13, new step 1) for at least one (1) year shall receive a tax-sheltered annuity (TSA) in the amount of one and one-half percent (1.5%) of their annual contracted salary. Effective July 1, 1988, employees who have been at the top of the salary schedule for at least two (2) years shall receive a tax-sheltered annuity (TSA) in the amount of three percent (3%) of their annual contracted salary.

ARTICLE 29 - WORKLOADS

A. The normal week for full-time employees shall be thirty-five (35) hours per week on the campus or at their work station.

B. The normal maximum teaching load for instructional staff is fifteen (15) lecture hours or the normal maximum student contact time for instructional staff is twenty-two (22) hours per week during the term.

C. The provisions of this Article shall be applied on an annualized basis. If during the regular three (3) term College year an instructor's regular teaching load exceeds forty-five (45) credit hours or exceeds sixty-six (66) contact hours, the instructor shall, upon completion of the year, be paid an amount equal to one/forty-fifth (1/45) of his/her regular salary for each credit hour in excess of forty-five (45), or one/sixty-sixth (1/66) of his/her regular salary.

D. Section B shall not prohibit the adjustment of workloads. It shall be the responsibility of the supervisor to fix and adjust workloads as circumstances warrant.

E. The supervisor shall meet with the cluster or subcluster units to obtain input from staff on concerns and alternatives related to scheduling. These meetings shall occur prior to the scheduling process.

F. Workloads shall be divided equitably among the employees in each cluster and subcluster on an annual basis.

G. Normally, an instructor's assignment shall not require more than three (3) different lecture preparations per term. Additionally, the number of student academic advisees per term should not exceed twenty (20). The immediate supervisor shall discuss exceptions with the instructor. The instructor shall be given the opportunity for suggesting alternatives prior to official assignment.

H. The penalties provided for in Section C of this Article shall not apply if, all things considered, the employee's overall workload is substantially equivalent to that described in Sections A and B of this Article. Any disagreement with regard to whether such equivalency exists may be submitted as a grievance in accordance with Article 37 of this Agreement.

I. The employee shall not be assigned to instruct classes or be given assignments for which he/she has not had preparation, either through education, training, experience, or informal study.

J. The Association will be allowed at its expense to reduce the workload of the Association President up to one-half (1/2) time per year. Notice of the amount of workload reduction requested must be given prior to July 1 of each year for the following academic year, unless agreed otherwise by the President of the College.

ARTICLE 30 - EMPLOYEE BENEFITS

A. The College will maintain insurance benefits for all faculty and dependents which are identical or better in all detailed specifications to coverage provided on February 13, 1985.

1. The College will assume and pay all premiums for all faculty members.

2. All disabled employees shall receive all insurance benefits through the period of their qualified recall right as specified in Article 18.

B. Faculty members who have served the College for a minimum of ten (10) years of continuous service immediately prior to retirement from the College and have reached the age of fifty-five (55) but not yet sixty-two (62) are eligible for early retirement.

1. Employees will submit their name to a pool of faculty to be assigned, by mutual consent, to a part-time workload.

2. A monthly stipend will be paid up to age sixty-two (62) based on the total number of years of service to the College. The monthly stipend shall be three hundred seventy-five dollars ($375) for ten (10) years of service, plus ten dollars ($10) for each year of service beyond the minimum ten (10), e.g. twenty (20) years of service earns a monthly stipend of four hundred seventy-five dollars ($475).

   Notwithstanding the above, employees who retire prior to age fifty-eight (58) will have the option of receiving the amount calculated above for a maximum of forty-eight (48) months or of receiving the same amount of stipend divided over the months between retirement and age sixty-two (62).

3. The total monthly stipend will be subject to prorating for faculty members who have had a reduced contract during their employment with the College. That formula is:

   (Sum of yearly percentage of assignments) ÷ (Total years) = stipend percentage

4. Approved paid or unpaid leaves of absence, excluding sabbaticals, do not constitute a break in continous years of service, but will not be counted as time served for this option.

5. Faculty members who retire under this option shall be able to participate, up to age sixty-five (65), in College group health insurance plans, including their spouse, and provided that the faculty member pays the premiums.
6. Stipends or benefits are not transferable to a spouse in the event of the employee's death.
7. A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.

ARTICLE 31 - INSTRUCTIONAL AUTHORITY

A. Each employee will be given the initial responsibility to determine classroom discussion and method of presentation of the subject he/she teaches subject to the evaluation procedures as outlined in Article 13 of this Agreement.

B. Instructors will initially select the appropriate textbooks and other instructional or informational materials for their subjects or areas of concern in accordance with the policies and guidelines as developed by the College. Upon approval of the department head, alternate textbooks and other instructional or informational materials may be utilized.

C. The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the instructor. No supervisor shall change a grade or evaluation unless there has been a miscalculation or a misapplication of course grade criteria as specified in the course syllabus resulting in the assignment of an incorrect grade.

ARTICLE 32 - ASSIGNMENT OF SUMMER AND EVENING COURSES

A. Where an opening exists, the option of teaching in the summer or up to half-time evenings and weekends during the academic year beyond the normal workload shall be offered first to a member of the bargaining unit who is otherwise qualified to teach the class, before persons not currently employed by the College are employed to teach such classes. The College may decline to consider any employee for a summer or evening assignment if such employee has not submitted a written application and willingness to accept such an assignment to the College Personnel Office not later than the scheduled deadline for receipt of applications. Anyone under this provision who accepts such an offer and subsequently refuses to teach shall lose all his/her rights under this provision. Nothing in this provision shall be construed to permit an employee to bump an incumbent instructor in a particular course whether or not a member of the bargaining unit.

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B. This Article shall be interpreted in a manner consistent with the affirmative action guidelines.

ARTICLE 33 - PERSONNEL RELATIONS

A. All employees shall be accorded treatment by their supervisors in a manner befitting the professionalism of both parties. Any criticism of performance, therefore, shall be made in confidence. Employees shall not be disciplined without just cause.

B. Whenever any employee is required by the College to appear before the President, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or the salary pertaining thereto, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitiled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview.

C. The College will not discriminate against an employee because he/she makes a complaint, whether contractual or non-contractual.

D. The College recognizes that the personal life of the employee is not an appropriate concern of the College except to the extent that such activity affects the employee's ability to do his/her job.

E. Employees desiring to terminate employment with the College are requested to notify their immediate supervisor and the Director of Personnel, in writing, and wherever possible, at least one (1) academic term prior to the requested effective date of the termination.

F. Any written complaint regarding an employee will be promptly investigated and called to the attention of the employee if the College determines there is merit to the complaint. The employee will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 34 - COPYRIGHTS - PATENTS

A. All written materials and other instructional materials developed where the writer or developer is reimbursed by the College for the work, or the work is done on regular College work hours , becomes the property of the College. The College has the right to print and use such materials so long as they are not published or sold for a commercial profit, then the College Board or its representative negotiates a settlement with the writer or developer.

B. Any written materials or other instructional materials developed by an employee on his/her own time are deemed to be his/her property. Use of the published works of an employee by the College is accomplished by standard procedures through publishers. Any use or publication of other such material by other staff members, by the College, or its designated agents, other than the developing person, is arranged through a negotiated agreement with the author and publishers.

C. Original instructional materials, not the property of the College, developed by employees are available to other staff members only with permission of the originator.

D. All video tapes or films made by the College become its property with the restriction that they may not be sold or used for a commercial profit. The College has the right to use the video tapes and films without limitations to broadcast or show for all educational purposes over educational television and also over commercial or governmentally owned or operated stations, providing that the broadcast of such programs is on a so-called "sustaining" basis and not commercially sponsored. Use for commercial profit in any form may be arranged through a negotiated agreement between the party or parties involved, or their designated agents, and the College.

ARTICLE 35 - ASSOCIATION DUES AND FAIR SHARE

A. Association Dues: Any faculty member may request in writing that the faculty member's regular Association membership dues and assessments be deducted from the faculty member's salary. The first monthly deduction shall be made on the following pay date after authorization is received. Such authorization shall continue in effect until revoked in writing. A faculty member may cancel the deduction authorization between September 15 and October 15 of each year. The college shall deduct the dues and assessments each month beginning in September of each year. Deductions for faculty members whose authorization is received after the commencement of the academic year shall be prorated so that the full amount of the Association dues and assessments shall be completed by August following the first deduction. The amount of Association dues and assessments collected shall be remitted to the Association each month at no cost to the faculty member or the Association. The College in a reasonable manner shall provide the Association the names of the persons whose dues and assessments the College has deducted.

B. Fair Share: The College shall deduct an in-lieu-of-dues payment each month from the pay of each faculty member who is not a member of the Association. The total amount shall be the annual dues and assessments of the Association. Any faculty member who has not requested payroll deduction of Association dues and assessments or who has not certified to the College that he or she has paid dues and assessments directly to the Association shall be subject to the provisions of this Section. Such request for payroll deduction or certification of direct payment of dues and assessments shall be made by October 15. The amount of Fair Share fees collected shall be remitted to the Association each month at no cost to the faculty member or the Association. The College in a reasonable manner shall provide the Association the names of the persons whose fees the College has deducted.

C. The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association.

ARTICLE 36 - EFFECT OF AGREEMENT

A. Waiver of Further Bargaining - Both parties agree that during the course of negotiations which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals and analyzing positions. The parties further assert that all obligations and benefits contained in the Agreement are the result of voluntary agreement.

B. Printing Agreement - Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format as soon as practicable after the Agreement is signed. The Agreement shall be presented to all bargaining unit members now employed or hereafter employed by the Board. An additional twenty-five (25) copies of the Agreement will be given to the President of the Association.

ARTICLE 37 - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by an employee of Chemeketa Community College or of the Chemeketa Community College Unit of the Oregon Education Association, hereinafter called the Association, that there has been a violation of any provision of this contract.

2. An "aggrieved" person is the person or persons making the complaint.

B. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College. Meetings or discussions involving grievances or grievance procedures shall be scheduled at times so as not to interfere with the employee's duties. The aggrieved may be accompanied by a representative of his/her choice when presenting the grievance at any step.

C. An employee shall be responsible for instituting the first step of the grievance procedure by presentation of a Grievance Conference Request Form to the immediate supervisor within fifteen (15) working days after the facts upon which the grievance is based first occur or first become known to the employee, or the grievance will be deemed waived.

D. Grievances will be processed in the following manner and unless mutually agreed upon by the parties, within the stated time limits.

1. Step 1

    a. The aggrieved and his/her immediate supervisor will meet to informally discuss the grievance, within ten (10) working days after the employee's Grievance Conference Request Form is received, and make an earnest attempt to resolve the grievance. The Director of Employee Relations may get involved in the informal discussions to help resolve the grievance.

b. If the grievance is not resolved informally, within ten (10) days provided in part a., it shall be reduced in writing by the aggrieved who shall submit it to the division administrator, with a copy to the Director of Employee Relations, within ten (10) additional working days. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought.

c. The division administrator, or representative, shall review the grievance, arrange for necessary discussions, and give a written answer to the aggrieved, with a copy to the Association, within ten (10) working days after reciept of the written grievance.

2. Step 2
   a. If the grievance is not resolved in Step 1, the grievant may file the grievance in writing to the College President. Such appeal shall occur within ten (10) working days after receipt of the division administrator's written answer in Step 1.

   b. The President or his representative shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

3. Step 3
   a. Grievances not settled in Step 2 of the grievance procedure shall be reviewed by the Association, which shall have sole discretion as to whether a grievance, whether individual or Association, should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration to the President within fifteen (15) working days following the President's answer concerning the alleged grievance.

   b. All grievances shall be heard on a striking basis by a panel of three (3) arbitrators to be selected by the mutual agreement of the parties. The three arbitrators selected shall serve as permanent arbitrators for the duration of the agreement.

   c. The hearing and all other proceedings shall be conducted according to the voluntary rules of the American Arbitration Association.

   d. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement, and his decision shall be based on whether or not the Agreement has been violated.

   e. A decision of the arbitrator shall, within the scope of his authority, be binding upon the parties.

E. The College and Association will share equally any joint costs of the arbitration procedure such as the fee and expense of the arbitrator and the cost of the hearing room.

F. Initiation of Group Grievances

1. Where more than one employee has a common grievance, the Association may initiate a group grievance on their behalf. In such a case, a written grievance may be filed originally with the director or division administrator in the event more than one is involved.
2. The same steps and time intervals shall apply as in the individual grievances.
3. The Association shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the President. The remainder of the procedure shall be as provided for the individual grievances.

G. General Provisions

1. No reprisals of any kind will be taken by the employer or by any members of the administration against any party in interest or any other participant in the grievance procedure by reason of such participation.
2. Failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE 38 - EDUCATIONAL TECHNOLOGY

An Educational Technologies Committee consisting of equal number of appointees chosen by the College and by the Association shall be established. The committee shall be charged with examining the use or potential use of educational technologies at Chemeketa Community College. The committee shall attempt to anticipate the impact of these technologies upon the wages, hours, and working conditions of faculty. The committee shall gather available facts, solicit opinions, and form recommendations for any action that might be necessary or desirable. These recommendations shall be presented to both the College and the Association.

APPENDIX A

Improvement Plan

The intent of the Improvement Plan is to offer an opportunity for employees to become more effective when they receive a "Need for Improvement" rating.

1. Each area in which a "Need for Improvement" is identified on the performance rating will be considered in developing the Improvement Plan. A timeline will also be included.
2. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.
    a. Consultation with colleagues for purposes of assistance in problem areas.
    b. Reassignment of duties to facilitate improvement.
    c. Additional training or course work.
    d. Personal counseling.
    e. Support and direction by supervisors.
3. The employee's right to confidentiality shall be maintained.

AGREEMENT

Agreement between Clackamas Community College and the Clackamas Community College Education Association, OEA

July 1, 1987 to June 30, 1989

CLACKAMAS
COMMUNITY COLLEGE

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PREAMBLE

CONTRACT BETWEEN
THE CLACKAMAS COMMUNITY COLLEGE EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

This Agreement entered into by and between the Clackamas Community College Education Association, hereinafter called the "Association", affiliated with the Oregon Education Association, hereinafter called the "OEA", and the National Education Association, hereinafter called the "NEA", and the Board of Education of Clackamas Community College, hereinafter called the "Board".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Clackamas Community College is their mutual aim and that the character of such education reflects the quality and morale of the instructional service, and

WHEREAS, the Board has a statutory obligation, pursuant to Oregon revised statutes, to negotiate with the Association as the representative of its personnel with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. The Board recognizes the Association as the sole and exclusive representative for all full-time and regular part-time (one-half time or more) annually contracted employees. This includes instsructors, librarians, counselors, nurses, coaches, and department chairpersons and excludes supervisors who effectively make recommendations on hiring, promotion, and assignment. The Association also represents those persons in the above-included catagory who are on a quarter-by-quarter contract and have worked any three (3) of the last four (4) quarters.

The above definition will include staff members on grant funds; however, it is understood that if the grant as funded conflicts with salary or fringe benefit provisions of this Contract, such persons will be paid according to the grant. When any application for a grant is made it will include requests for sufficient funds to cover person(s) in accordance with this Agreement.

B. The term "instructor" or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined in Section A of this Article and all pronouns shall include both male and female persons.

C. The term "College President" shall mean the Clackamas Community College President or his/her designee.

D. The term "Association President" shall mean Clackamas Community College Education Association President or his/her designee.

ARTICLE 2

ASSOCIATION AND MANAGEMENT RIGHTS

A. Information

Upon request, the Board agrees to furnish to the Association information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration. Such information shall pertain to wages, hours, and conditions of employment.

B. Released Time for Meetings

Whenever any representative of the Association or any instructor or member participates during work hours in negotiations and grievance proceedings concerning the administration of the Agreement, he/she shall suffer no loss in pay. Such meetings shall be scheduled during an instructor or member's class time only at the request of or with the consent of the College.

C. Use of College Facilities

The Association and its representatives shall have the right of access to College buildings for the purpose of Association business providing there is no interference with the regular program. The usual facility reservation procedure will be followed.

D. Use of School Equipment

The Association shall have the right, for the purpose of Association business, to use College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have the use of a portion of each official personnel bulletin board.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-College mail facilities and faculty mail boxes as it deems necessary.

G. *Office Space*

The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense and pay for the monthly telephone bills.

H. *Communications and Faculty Input*

1. *The employees and management recognize a joint responsibility in the communication process.*

2. *The College President will communicate to the Association President substantial proposed changes in established policy and/or administrative procedures. The Association President will be allowed to submit alternative proposals to Management.*

3. *The College agrees to negotiate changes involving mandatory subjects of bargaining prior to implementation in the event such would be legally required.*

4. *The College agrees to negotiate the impact on the members of the bargaining unit of changes prior to implementation in the event such would be legally required.*

I. *Board Meetings*

The Board shall place on the agenda of each regular Board meeting as an early item for consideration under "New Business" any matters brought to its consideration by the Association as long as those matters are made known to the President's Office in accordance with the Board's agenda policy.

J. *Board-Association Relations*

Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationships, they agree to meet not more than monthly, for the purpose of discussing contract administration. Those attending the meeting will be:

1. *Three (3) members of the Board of Education.*
2. *Three (3) representatives of the Association.*
3. *Appropriate members of the Administration, as determined by the Administration.*

This group, is organized to obtain Association input and recommendations but is not a decision-making body.

Within fifteen (15) days of a proposed meeting of said group, either or both parties shall present to the other party and the College President, an agenda listing those items proposed for discussion. The President will then notify the parties as to time and location of the meeting.

K. Names and Addresses

The Association will be provided with a monthly report containing changes of names and addresses of all bargaining unit members.

L. Management Rights

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties and activities of its employees, through the President and his Administration, in accordance with such policy or procedure as from time to time may be determined. The foregoing enumerations of the functions of the Board assume that the Board retains all functions not specifically nullified by this Agreement.

M. Court Rulings

It is recognized that the judicial and legislative processes may change the bargainability status of certain provisions of this Agreement. Inclusion here shall not be considered as binding precedent in future bargaining.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF MEMBERS

A. It is recognized that an instructor has an existing property interest in his/her position in the sense of the Oregon and United States Constitutions.

B. The instructor shall maintain the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the instructor, as long as said instructor is a staff member and employed at Clackamas Community College.

C. Job Description - Instructor

The primary responsibility of the Clackamas Community College instructor is to instruct. The faculty member shall prepare and present the content and material of his/her courses. He/she shall conduct his/her classes in a manner which will reflect dignity of scholarship and provide a suitable atmosphere for learning.

Instruction is the primary function of the College; all operations of the institution exist to facilitate this goal. Through professional services of high quality and effective faculty, educational excellence can be achieved.

A full-time instructional assignment is a full-time job. Other additional outside work or work responsibilities may serve to detract from an instructor's effectiveness and the quality of his/her instruction. It is expected that the full-time instructor will devote his/her work efforts to his/her professional assignments as an instructor.

Responsibilities and duties

The instructor shall:

Be responsible for imparting knowledge and developing skills through the instructional process under the direction of the department, the division and the College Administration. In carrying out his/her responsibility, the instructor shall exercise independent judgment based on adequate knowledge of subject matter, professional goals of subjects taught, teaching strategy, interpersonal relationships, and teaching theory and methodology.

The instructor will be responsible for meeting classes, instructing, advising, assisting and tutoring students, and performing other tasks related to instruction as assigned. The instructor will be expected to spend thirty (30) hours a week on *campus, excluding lunch hours, but including off-campus instruction or job related meetings. It is not anyones' intent to regularly monitor working hours, but it is recognized that instructors will fulfill their professional assignments as set forth herein. The instructor realizes that his/her professional responsibility may occasionally require more than the expected thirty (30) hours referred to as above.*

In addition to instruction, related assignments include, but are not limited to:

a. Course and materials preparation.
b. Reviewing and evaluating student progress.
c. Compiling data for routine reports as required by the College.
d. Assisting in the revision and development of course, curriculum, media, and committee concerns.
e. Attending and participating in department, division, and College meetings, and committee concerns.
f. Staff development, community services, and project development.

Some instructional situations are unique; for example, team teaching, clinical settings, and open labs. Instructional assignments will be made as required to accommodate these unique teaching and/or developmental situations.

D. Job Description - Counselor

The Counseling Department of Clackamas Community College is dedicated to provide services characterized by human warmth and positive regard for each individual. Through counseling; which stresses examination of each student's individual interests, needs, potential and circumstances; the counseling service functions as an individualizing force in the institutional process. Counseling encourages persons to develop responsibility and effectiveness as students, citizens, and human beings. Counseling assists students to resolve and cope with educational, personal, and other problems. Services of the counseling department are available to all members of the community.

The role of the counselor in the institution is both responsive and active. As the needs of students, faculty, administration, and the public vary, so does the orientation of the activities of counseling vary in response to these needs. The services provided by the department may be categorized as: direct services to individuals and groups, program support, liaison with individuals, and groups and information access.

Services of the Counseling Department may include, but are not limited to the following:

1. *Direct Services*
   a. *Intake of new students*
      1) *Assessment (placement tests, background interview)*
      2) *Goal setting, decision making*
      3) *Education plan development*

      4) *Assignment to faculty advisor system or retention in counseling*
      5) *Scheduling*

   b. *Back-up to students in faculty advising system*
   c. *Procedural information*
   d. *Follow-up on staff referral*
   e. *Referral to on- and off-campus services*
   f. *Counselors available to students and public on a reasonable basis*
   g. *Crisis intervention*
   h. *Instruction as related to counseling services*
   i. *Personal counseling*

2. *Support of programs designed to provide the widest range of counseling services to student populations*
   a. *College orientation*
   b. *Testing*
   c. *Pre-registration and scheduling*
   d. *Faculty advising*
   e. *High school continuation*
   f. *Career counseling*
   g. *Handicapped student counseling*
   h. *Foreign student counseling*
   i. *High school relations*

3. *Liaison with on-campus departments and services*
   a. *Consultants and back-up to faculty advising system*
   b. *Liaison to department for student referral and problem solving*
   c. *Close referral and interchange with instructional staff, financial aid, registrar, career development center, and placement*
   d. *ABE/GED/ASE/ESL*

4. *Liaison and coordination with off-campus services*
   a. *Agencies*
   b. *Mental health*
   c. *Community development*
   d. *Other education institutions*

5. *Centralized resource for instructional and procedural information to students, public and faculty*
   a. *Have available program information*
   b. *Have available institutional procedural information*

c. Develop systems for gathering and disbursing information as related to counseling activities
d. Career and occupational information
e. Transfer/vocational requirement
f. Provide appropriate referral

E. Job Description - Librarians

Under the direction of an administrative supervisor, librarians will be responsible for providing library services for students, employees, and community residents. In carrying out the responsibilities for such service, the librarians will exercise independent judgment based on adequate knowledge of library science, media technology, and College policy.

Responsibilities and duties:
Librarians shall be on duty to provide professional library services during the regular College terms. The work assignments will be determined by department requirements and programs. The weekly work schedule will be assigned by the department and may include evening hours so that continous service is available as needed to library users.

Specific duties shall include, but are not limited to:
1. Participating in College-wide, divisional, and departmental meetings as scheduled.
2. Compiling data for reports as required by the College.
3. Establishing a professional development plan to remain current with advances in the field of library science and media technology.
4. Recommending materials for purchase based on user interests and curricular requirements so that the library collection is kept current and well balanced.
5. Processing requests for materials that are appropriate for purchase by library services.
6. Cataloging and inventorying of all library materials in accordance with procedures established by the College.
7. Instructing library users in the location, organization, and use of reference tools and library resources.
8. Providing assistance and advice in selection and updating of appropriate reference materials as needed by library users.
9. Directing classified staff employees assigned to library services.
10. Directing student assistants assigned to library services.
11. Cooperating with other libraries in the county and the state to foster total library service for all library users.

F. *Full-time Teaching Workload*

The current practice generally shall prevail with a maximum of sixteen (16) credit hours or the equivalent of twenty (20) contact hours each term. The annual nine (9) month assignment however, shall not exceed a total of forty-five (45) credit hours or the equivalent of sixty (60) contact hours without additional compensation. Additional compensation shall be determined by using the existing part-time salary schedule. The current practice for regular overload classes shall remain the same with compensation derived from the part-time salary schedule.

1. *The amount of overload teaching at Clackamas shall be limited, with the limit set by the Dean of Instruction.*
2. *Recognizing the time required of the Association President to attend President's Council Meetings, Board Meetings, and other requests by the College for Association input, the current practice of release time for the Association President shall continue, on a year-to-year basis, as determined by the Dean of Instruction.*

ARTICLE 4

SALARY, PLACEMENT, AND PAY PERIOD

A. General Rule - Step Placement

1. Instructors at the College shall meet the following minimum standards to qualify for Step 1 on the approved faculty salary schedule:

    a. Occupational Instructors:

        1. Degree and experience. A bachelor's degree in the subject matter to be taught plus a minimum of three (3) years of practical work experience in the field of specialization.

        -or-

        2. Specialized training or experience. A minimum of three (3) years of work experience in the field beyond the normal training or preparation time. Specialized training may include, but is not limited to, licensed apprenticeship programs, community college associate degree programs, and/or other professionally certified or licensed training.

    The College maintains the right to ask the candidates to demonstrate their compentencies via a performance based test supervised by the instructional division.

    b. Lower Division:

        1. A master's degree in the subject matter to be taught or a master's degree in any field with a minimum of thirty (30) quarter hours of graduate credit in the primary teaching assignment. To qualify for a second teaching field, the candidates will be expected to have a minimum of twenty-four (24) quarter hours of graduate credit in the second teaching area.

        2. Under certain circumstances the College recognizes that there are areas where individuals have demonstrated their compentencies and served in professional fields with distinction yet do not possess the master's degree. Representative of such area might well be the performing arts, foreign languages, government services, and recreational sports. Under such circumstances the Instructional Dean will provide the President with the necessary documentation to support that the individual has demonstrated the proficiencies which would reflect a high level of competency in the field.

3. Other Education:

   The instructor shall be qualified when the appropriate Instructional Dean or his/her authorized staff members ascertain that the instructor has demonstrated the compentencies and excellence in the subject matter to be taught.

2. *In the placement of new faculty on the salary schedule, previous experience beyond minimum standards will be evaluated as follows with each of the following equal to a Clackamas Community College teaching year:*

   a. *One (1) year teaching or certificated employment at another college or vocational school.*

   b. *Two (2) years of teaching or certificated employment at elementary or secondary schools.*

   c. *Three (3) years of related work experience.*

   d. *Five (5) years of military service, related to teaching assignment, (maximum of 4 steps).*

3. *The Administration will evaluate other experience or training relevant to assignment at Clackamas Community College in making initial placement.*

4. *New faculty will normally be placed on the appropriate step with a usual maximum entry at Step 10 for the 1987-88 academic year and Step 9 for the 1988-89 academic year. Usually, instructors will not be placed at a lower salary than a reasonable interpretation of these rules would indicate. However, if indicated because of special considerations or qualifications and upon recommendation of the President, an instructor may be placed at a higher salary.*

5. *Length of contract for the academic year shall be determined annually.*

6. *Effective July 1, 1987, a faculty member who has an earned doctorate from an accredited institution will receive additional pay of $1,640 which shall be equivalent to five percent (5%) of Step 1 of the salary schedule. Effective July 1, 1988, this amount shall be increased to $1,685 which shall be equivalent to five percent (5%) of Step 1 of the salary schedule.*

7. Effective July 1, 1987, department chairpersons shall receive additional salary of $1,640 which shall be equivalent to five percent (5%) of Step 1 of the salary schedule. Effective July 1, 1988, this amount shall be increased to $1,685 which shall be equivalent to five percent (5%) of Step 1 of the salary schedule. Department chairpersons may be given released time in accord with the administrative load.

B. General Rules - Payment Schedule

All salary payments will be made on the first day following the calendar month worked. All instructors on a regular full-time contract will receive at least one-twelfth (1/12) of their contracted salary each month. Each instructor on a regular full-time contract may, upon request, receive the balance of money due on July 1, or receive their contracted salary in ten (10) equal payments starting October 1 of each contract year.

C. Insurance

Effective September 1, 1987, the College shall contribute $208.00 per employee, per month for fringe benefits to be provided through OEA CHOICE TRUST programs, except as herein provided.

Effective September 1, 1988, the College shall contribute $210.00 per employee, per month for fringe benefits to be provided through OEA CHOICE TRUST programs, except as herein provided.

1. Each employee shall, as a minimum, be provided long-term disability insurance, life insurance, dental insurance, and medical insurance at a level no less than that enjoyed by the member during the preceding contract year. The cost of providing insurance shall be deducted from the employee's fringe benefit package.

2. Employees may continue to participate in the College's Physicians' Association of Clackamas County Medical Plan to the extent the program continues to be available, or until such time as the program becomes available through the OEA CHOICE TRUST programs.

3. The Clackamas Community College Education Association shall determine the level and extent of benefits which shall be provided to all members through the OEA CHOICE TRUST programs.

4. To the extent that the minimum benefits and the benefits selected by the Association do not require the total employer contribution, the employee (consistent with IRS codes and regulations) may select through the OEA CHOICE TRUST individual insuance coverage. The excess, if any, shall be added to the employee's gross monthly salary.

5. *If the total employer contribution is insufficient to cover the needs of the employee as expressed in 1, 2, 3, and 4 above, then the College shall deduct the balance from the employee's monthly salary.*

D. Summer Pay and Extended Contracts

Bargaining unit employees who work during the summer or on extended contracts, shall have their pay calculated in accordance with their current annually contracted salaries. In cases where no salary settlement has been reached, summer and extended salaries will be calculated and paid using the last known annual salary. Appropriate adjustments will be made within sixty (60) days after a settlement is reached.

1. *Employees shall be paid a prorated salary based on their regular nine (9) month salary and assignment.*

2. *No contract will be extended for more than fifty-five (55) working days beyond the regular assignment.*

E. Wage Schedule

1. Effective July 1, 1987, all employees shall be compensated in accordance with the following wage schedule:

Step	Salary	Step	Salary
1	32,798	8	24,924
2	31,537	9	23,965
3	30,324	10	23,044
4	29,157	11	22,157
5	28,036	12	21,305
6	26,958	13	20,486
7	25,921		

Note: Department chairpersons and doctorates receive $1,640 annually - five percent (5%) of Step 1.

2. Effective July 1, 1988, employees shall be compensated in accordance with the following wage schedule:

Step	Salary	Step	Salary
1	33,700	8	25,609
2	32,404	9	24,624
3	31,158	10	23,677
4	29,959	11	22,767
5	28,807	12	21,891
6	27,699		
7	26,634		

Note: Department chairpersons and doctorates receive $1,685 annually - five percent (5%) of Step 1.

3. Step adjustments shall be granted on the above schedule for all eligible employees, for 1987-88 and 1988-89. Movement on the salary schedule beyond the expiration of this contract, which is June 30, 1989, shall not be considered as a continuation of contract and is subject to the bargaining process.

4. Advancement on the salary schedule is not automatic. In the absence of a satisfactory evaluation and a positive recommendation of the appropriate administrator, an employee will not be moved from one step to the next, except that the lack of any evaluation and/or positive recommendation of the appropriate administrator will not be used to deny an employee a step adjustment to which that employee would otherwise have been entitled had the employee received a satisfactory evaluation.

F. Early Retirement

1. A faculty member must first meet the following eligibility requirements to qualify for the College's early retirement program:

twelve (12) consecutive years of service with the College, and; are at least fifty-five (55) years of age but not yet sixty-five (65).

A. If the employee is age fifty-five (55) but not yet age fifty-eight (58), after meeting eligibility requirements in 1 above, the faculty member must also meet all eligibility requirements for the Oregon Public Employees Retirement System, including thirty (30) years of service in the State system to be eligible for 1, 2 and 3 listed below under Benefits.

B. If the employee is age fifty-eight (58), but not yet age sixty- two (62) after meeting eligilibity requirements in 1 above, the faculty member is also eligible for 1, 2 and 3 listed below under benefits.

C. If the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements in 1 above, the faculty member is eligible for 2 and 3 listed below under benefits.

BENEFITS

(1) A monthly stipend which shall be equal to 1.04% of the employee's annual contracted salary at the date of retirement, for a maximum of 48 months or until the employee reaches age sixty-two (62). Employees retiring before age fifty-eight (58) may opt to receive monthly payments equal to 1.04% x 48 months x annual contracted salary, divided by the number of months eligible up to age sixty-two (62).

(2) Medical and dental insurance generally provided district faculty limited to two-party coverage for a maximum of one hundred twenty (120) months, or until retiree reaches age sixty-five (65), whichever comes first. This benefit shall be limited to a maximum of $211.00 per month and shall be subject to approval of carrier.

(3) Existing life insurance coverage at the time of retirement (maximum $40,000) for employee until age sixty-five (65).

2. *Sabbatical leave will be counted as time served. Other authorized paid or unpaid leaves do not constitute a break in consecutive years of service, but will not be counted as time served.*

3. *A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.*

4. *Stipends or benefits are not transferable to a spouse in the event of the employee's death.*

5. *If a payment has been authorized, and a retirement date established, payment does not become an obligation of Clackamas Community College until the agreed upon retirement date. Death or termination of employment for any reason, prior to established date, terminates the obligation to pay by Clackamas Community College.*

ARTICLE 5

CALENDAR

A. Effective July 1, 1987, the basic service calendar for instructors shall be one hundred seventy-five (175) days including four (4) paid holidays.

B. Contracts for instructors on a schedule varying from the basic service contract must have the dates of service specified in the individual contract.

C. The Board will set the date and so state in the instructor's contract as to when he or she is to report to work and the final day of employment. However, summer vacation shall begin the Monday following spring term final week.

D. Four (4) days of the period of contracted in-service and orientation time will be used at the discretion of the individual instructor to prepare materials and equipment for course work before fall term classes begin. The remaining noninstruction day will be planned, organized, and scheduled by the administrative/ faculty in-service planning committee appointed by the President.

E. Paid holidays during the basic service calendar shall be Veterans' Day, Thanksgiving Day and the following Friday, and Memorial Day. For instructors whose contracts call for employment on the following days, those days will be paid holidays: Independence Day, Labor Day, Christmas Day, and New Year's Day. (When Christmas falls on Wednesday, Thursday, Friday, or Saturday, the preceding day also shall be a holiday. If Christmas falls on Sunday, Monday, or Tuesday, the employee shall be granted an extra day off with pay at a time mutually agreed upon between the employee and his or her director or Dean. The extra day must be taken within one (1) month before or after Christmas.)

ARTICLE 6

SICK LEAVE

A. *Annual Sick Leave*

Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year which shall be granted at the beginning of each year or one (1) day per month employed, whichever is greater. Annually contracted faculty working less than one-hundred percent (100%) shall accumulate and use sick leave prorated to the percent of their individual annual contract.

Sick leave shall be used during any period in which the faculty member is on employed status. Deductions from a faculty member's accumulated sick leave shall be made whenever a member is sick on any contracted workday.

It is a faculty member's responsibility to file a report with the appropriate administrator when absent due to illness.

B. *Transfer of Sick Leave*

Annually contracted employees will be able to transfer one-half (1/2) of their accumulated sick leave, up to fifty (50) days, if immediate previous employment was at another school district or community college in the state of Oregon and if the employee was in continuous employment.

C. *Physician's Statement*

A licensed physician's signed statement that absence from work is medically necessary may be required for each period of absence of five (5) or more consecutive days chargeable as sick leave. If such absence continues for more than one (1) payroll period, the College may require such statement at the end of each payroll reporting period.

D. *Parental Leave*

Temporary disability resulting from pregnancy or a complication resulting from pregnancy during employed status shall be treated no differently than any other temporary disability that would be covered by the College sick leave policy.

E. *Workers' Compensation*

1. *Absence resulting from illness or accident compensated by Workers' Compensation insurance is chargeable as sick leave. Compensation received shall be deducted from College pay. Chargeable sick leave will be computed as follows:*

a. Daily rate compensation is subtracted from employee's daily rate of pay.
b. The balance obtained in (a) is divided by the employee's daily rate of pay.
c. The result obtained in (b) equals the rate at which sick leave is chargeable for each day of absence.

Example: 1) $100 daily - $60 Workers' Comp. payment = $40

2) $\frac{\$40}{\$100} = .40$

3) .40 day of sick leave is chargeable for each day of absence.

2. *The College agrees to maintain Workers' Compensation benefits not less than the same level provided by the State Accident Insurance Fund.*

ARTICLE 7

PAID LEAVES OF ABSENCE

A. Types of Leave

Instructors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Professional
   The Board agrees to continue the practice of providing paid leave days for attendance by instructors at meetings or conferences of an educational nature as approved by the Dean or designee.

2. Conferences of Affiliates
   Up to a total of ten (10) person days for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. Such leave shall not cause a substitute to be hired, and the individual department shall be responsible for the affected classes.

3. Legal
   Instructors on jury duty or subpoenaed to appear as witnesses will be given paid leave for such purposes, but must turn over to the College compensation they receive as a juror or witness. Employees appearing in court on their own behalf will have the cost of a substitute deducted from their salaries, if a substitute is hired.

4. Death
   Up to three (3) days at any one time in the event of death of an instructor's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any member of the immediate household.

5. Military
   Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, as provided in applicable state or federal law.

6. Personal/Emergency
   Each member of the faculty bargaining unit is entitled to use up to four (4) days of paid personal or emergency leave each year. This leave is specifically restricted to personal business which cannot be scheduled outside regular class hours, or in case of bonafide emergency.

   Application procedure:

   a. Except in cases of emergency, a written application for personal/emergency leave must be made five (5) days in advance. In an emergency, an oral request should be made as soon as possible with a written explanation submitted within five (5) days of the emergency.

b. Application should be made to the Dean or designee and should contain the reason or reasons the leave is or was necessary. The Dean or designee may ask for more information which may be given orally.

c. The Dean or designee has the responsibility for approving or disapproving all personal/emergency leave requests. He or she may seek to verify the reason given for the request at his or her discretion.

It is agreed that it is not the intent of personal/emergency leave to extend a holiday or weekend. Personal/emergency leave may be used for business matters, legal matters, school functions for dependent children, funerals not chargeable elsewhere, and for bonafide emergencies.

7. Other Leave
Other leaves of absence with pay may be granted by the Board.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the faculty member is entitled.

ARTICLE 8

UNPAID LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence of up to two** (2) **years shall be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corp, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said employee states his/her intention to return to the College.

B. Professional Study

A leave of absence up to one** (1) **year shall be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from leave the employee shall be eligible for incremental credit for the year of leave pending satisfactory review by the Assistant Dean/Director and Dean of his/her completed course of study.

C. Military

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States pursuant to ORS 408.290.

D. Political

A leave of absence not to exceed two** (2) **years shall be granted to any employee upon application for the purpose of campaigning for or serving in public office.

E. Association

A leave of absence of up to two** (2) **years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff.

F. Childbirth and/or Child Care

Leave without pay for a reasonable period not to exceed six** (6) **months before and/or after the birth or adoption of a child shall be granted at the written request of the employee.

G. Status

Upon return from leave, an employee will be eligible for those benefits to which he/she would have been eligible had no leave been taken and shall be assigned to the same or substantially equal position to which he or she was entitled when the leave commenced.

a. Employees on a leave of absence who work less than two (2) terms in their individual contract year shall not be entitled to a salary step advancement, except as provided in Section B.

b. Employees on a leave of absence shall be subject to the provisions of Article 17 - Reduction in Force.

H. Applications for Leaves, Extensions, Renewals

All applications for leaves, extensions, or renewals of leaves shall be submitted to the personnel director in writing and shall include the general reasons for the request, dates, and length of leave requested, and date of intended return. Generally, starting and ending dates should coincide with the break between academic terms. All such applications shall be submitted at least one (1) academic term prior to commencement of the requested leave, extension, or renewal. However, if an employee is unable to submit a request one (1) academic term prior to the effective date of the leave, extension, or renewal, then the College will make reasonable effort to accommodate the request.

I. Fringe Benefits

Employees on leave shall have the option to purchase any fringe benefits available to active employees if permitted by the carrier. Such option should be requested in the application for leave.

J. Return from Leave

Employees who change their return date should notify the personnel director in writing at least one (1) academic term prior to their anticipated return from leave. Failure to give adequate notice may delay an employee's date of return by up to one (1) academic term.

K. Exceptions

The College may deny any of the proceeding unpaid leaves of absence, except Section C., Military Leave, because of circumstances reasonably beyond the control of the College, for example when an acceptable substitute cannot be located.

ARTICLE 9

DUES AND PAYROLL DEDUCTIONS

A. Members of the Association may authorize payroll deductions for the purpose of paying Association dues. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

The payroll deduction shall be revocable at any time by the member notifying the College and the Association in writing (by certified mail, return receipt requested) or by a separate cancellation card provided by the College in the Payroll Office and signed by the employee in the Payroll Office. The cancellation shall be effective thirty (30) days after receipt of notice of revocation. The Association shall be mailed notification if the cancellation card is used. In the event the Association members vote to increase Association dues, the Association shall notify the College at least thirty (30) days prior to the effective date of the dues increase.

The dues shall be deducted monthly in an amount certified by the Association and the aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Association by the tenth (10th) day of the succeeding month after such deductions are made. The Association will indemnify, defend, and hold the College harmless against any claims made and against any suits instituted against the College on account of payroll deduction of Association dues. The Association agrees to refund to the College any amounts paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof. The member's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of a member who is in non-pay status during only a part of the pay period and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection all other legal and required deductions have priority over Association dues.

An appropriate form will be furnished by the Association for payroll deduction of Association dues.

B. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:

Savings Bonds
Annuities (limit of 14 companies)
Insurance programs provided in this Agreement
United Way
Credit Union

C. The Association will idemnify, defend, and hold the College harmless against any claims made and against any suits instigated against the College on account of any error or omission of any voluntary payroll deduction.

D. The District, upon appropriate authorization of the member, shall deduct from the salary of any member and make proper remittance for any other plans or programs jointly approved by the Association and the College.

ARTICLE 10

FACULTY EVALUATION, RETENTION, AND PERSONNEL FILES

A. Faculty Evaluation - Purpose

The purpose of evaluation is to assist in the improvement of instruction.

B. Categories of Employment

1. A "temporary employee" shall be defined as an employee hired to complete the term of a probationary or regular employee who left for an extended period of time but is expected to return to employment at Clackamas.

2. A "probationary employee" shall be defined as an employee hired to fill a vacancy in a regular bargaining unit position either newly created or caused by the termination of a regular or probationary employee. The probationary period shall be three (3) years in length. For purposes of this Section, an employee shall be given credit for the entire year if employed on or before January 15. Probationary employees hired after January 15 will receive no credit for any part of that academic year.

3. A "regular employee" shall be defined as an employee who has satisfactorily completed the probationary period.

C. Evaluation Process - Probationary Employees

1. Each probationary or temporary employee, after inclusion in the bargaining unit shall be evaluated at least twice in the first year and at least once annually thereafter by the appropriate administrator.

2. In the third year of probation, the administrator responsible will invite all available members of the probationary employee's department to a meeting to obtain input prior to arriving at a final evaluation.

3. Notice of nonrenewal of employment for probationary employees shall be served on the employee by registered mail to the employee's last known address and postmarked not later than March 15.

D. Evaluation Process - Regular Employees

1. Each regular employee may be evaluated annually by the appropriate administrator but will be evaluated at least every third year in any event. The lack of an evaluation shall not be used to deny an employee any benefit, monetary or non-monetary,

to which that employee would have otherwise been entitled, had the employee received a satisfactory evaluation.

2. *In making the third year evaluation specified above, the administrator responsible will allow input from other members of the employee's department prior to arriving at a final evaluation.*

3. *No unsigned student evaluations or summary of student evaluations will be presented at any formal step of the grievance procedure.*

4. *Regular employees will receive the results of their evaluations no later than May 15.*

5. *No regular employee shall be disciplined, dismissed, or reduced in compensation without just cause.*

E. *General Information Regarding Evaluations*

1. *Administrators responsible for evaluation of employees may use, at their discretion, employee self-evaluations, peer evaluations, student evaluations, and/or other sources of information in developing the evaluation of the employee, except as may be provided otherwise in this Article.*

   A copy of the summary of student evaluations, if done, will be provided the employee.

2. *All evaluations will be in written form and shall include at least the following information:*

   a. *Strengths and weaknesses of the employee.*

   b. *Specific areas of concern, if any.*

   c. *Suggested course of action designed to strengthen areas of concern or weakness, complete with timelines for improvement, if applicable.*

   d. *A space for the employee to enter reactions or comments about the evaluation. This is to be done within thirty (30) working days of receipt of a copy of the evaluation.*

3. *A copy of each employee's evaluation will be given to the employee and a copy will be included in the employee's personnel file.*

F. Personnel Files

1. *A member shall have the right, upon request, to review the contents of his or her personnel file and to receive a copy at Board expense of any documents contained therein, excluding confidential materials as identified in item four (4) below. Any materials placed in the personnel file shall be placed within a reasonable period of time. This file shall contain all materials relevant to the member's employment and shall be the sole respository of such materials, except that all documents, communications, and records dealing with the processing of a grievance will be filed separately from personnel files of the participants as per Article 11 - Grievance Procedures.*

   Nothing in this Agreement shall be construed to prevent or restrict supervisors from maintaining individual working files which shall be deemed personal to the supervisors as a part of his/her work product. Such materials may not be utilized in any proceedings unless made a part of the official file at the time the College gives notice to the employee of disciplinary or dismissal action in question or unless relevent to rebut new information introduced by an employee in any proceedings.

   A member will be entitled to have a representative of the Association accompany him/her during such review.

2. *At any time a member will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the appropriate administrator and if he/she agrees, they will be destroyed.*

3. *Negative or derogatory material will not be placed in the member's personnel file unless the member has had an opportunity to review the material. The member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The member also will have the right to submit a written answer to such material and his/her answer will be attached to the file copy. In the event that the member believes the material to be inaccurate, untrue, or unfair, he or she may grieve the matter.*

4. *Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the institution on a "confidential" basis, it will not establish separate "confidential" files.*

ARTICLE 11

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Employees are encouraged to seek a solution or adjustment of a complaint through an informal meeting with their supervisor prior to filing a grievance, provided the adjustment shall be consistent with the terms of this Agreement.

B. Definitions

1. A "grievance" is a complaint by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement.

2. For purposes of this Article, a "contracted working day" shall be any day for which the employee is assigned to work or would have been assigned to work except for being laid off as outlined in Article 17 - Reduction in Force.

C. Process

Step 1. Whenever a dispute arises over the interpretation, violation, or application of this Agreement that cannot be settled informally between an employee or group of employees and the supervisor, the matter shall be reduced to writing and delivered to the Personnel Office and the Association President within twenty-one (21) contracted working days after the facts upon which the grievance is based first occur or first become known or should have become known to the grievant(s).

If written notice is not served in accord with the time limits listed above, the grievance will be barred, except for instances of continuing grievances (in the sense that the act complained of may be said to be repeated from day to day). Said limits are not to be extended by any third party.

The written grievance will include a concise summary of the allegations, including reference to the specific contract provisions in dispute and remedy sought.

Step 2. Should the grievant(s) and/or Association President and the personnel director be unable to resolve the matter within fifteen (15) contracted working days after it was filed, the matter may be submitted to binding arbitration.

a. The grievance shall be reviewed by the Association, which shall have sole discretion as to whether a grievance should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration, it shall within thirty (30) contracted working days from the date it was filed with the Personnel Office, file a written notice of a request for arbitration with the Personnel Office.

Within five (5) working days after the written notice of submission to arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) arbitrators from the State Employment Relations Board and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.

D. Authority of the Arbitrator

1. The arbitrator so selected shall hold hearings on the matter as promptly as possible, shall abide by American Arbitration Association Rules and render a decision within thirty (30) days of the close of the hearings or receipt of post hearing briefs if such have been submitted.

2. The decision of the arbitrator shall be final and binding upon the parties except to the extent the authority of the arbitrator shall be limited as follows:

a. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.

b. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Board Policy or Administrative Rules and Regulations. He/she shall confine his/her decisions solely to the application and/or interpretation of this Agreement or whether the procedural steps provided by Board Policy or Administrative Rules and Regulations have been followed, as the case may be.

c. Where the provisions of the Board Policy or Administrative Rules and Regulations call for the exercise of judgment, the arbitrator shall not substitute his/her judgment of that of the official making such judgment, except in cases where the arbitrator determines that such judgment was exercised arbitrarily or capriciously or without basis in fact. If the arbitrator determines that specified procedural steps have not been followed, he/she shall direct that the matter be reconsidered by the appropriate official in accordance with such procedural steps.

d. The decision of the arbitrator will be forwarded to the Board and the Association and will be final and binding upon the parties.

E. The costs of the services of the arbitrator, including per diem expenses, if any, and travel, subsistence expenses, and the cost of the hearing rooms will be borne by the unsuccessful party. All other costs will be borne by the party incurring them.

F. Time Limits

Any time limits specified in this Article may be extended by mutual agreement of the parties.

G. End of Year Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the instructional year, and if to have the matter unresolved until the beginning of the following instructional year would result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

H. General Provisions

1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Contract.

2. Meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.

3. Forms for processing grievances shall be prepared by the College and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except the written

grievance decision which shall be kept in the personnel file of the employee(s).

5. *No reprisals of any kind will be taken by the employer or by any members of the administration due to the fact that an employee participated in the grievance procedure.*

ARTICLE 12

TERMINATION FOR CAUSE

A. Termination of a regular employee or probationary employee before the end of the contract year may be affected by the institution only for just cause including retirement for age "at the end of a contract" or under the following provisions:

1. Termination for physical or mental illness:

   Any contract may be terminated if the faculty member, after appropriate treatment, is proven physically or mentally ill so as to prevent him/her from carrying out his/her contract obligations. Such terminated personnel will be given first priority for appropriate vacancies when pronounced fit to return to duty.

   The existence of such cause shall be established as follows:

   The faculty member's supervisor will notify him/her (or his/her legal guardian) in writing of the intention of the College to terminate and will request (1) that the College be supplied with narrative reports from each of the faculty member's doctors, if any; and (2) that the faculty member submit to examination by such Oregon licensed physicians and/or licensed psychologists as are mutually agreed upon by the faculty member (or his/her legal guardian) and the College. Costs of such medical examination will be paid by the College.

   If the faculty member either fails to provide the reports or fails to agree to or submit to the examinations, the College action then taken is final and may not be reviewed under any provision of this Agreement. If the faculty member provides the reports and submits to the examination, the medical evidence so adduced will be reviewed by the faculty member's divisional administrator who will render a written decision as to whether or not cause exists within the meaning of this Section.

   The written decision may be appealed by the faculty member through Article 11 - Grievance Procedure of this Agreement with the appeal commencing at Step One.

2. Unprofessional conduct as may be evidenced by:

   a. Conviction of a crime which is of such a nature that it indicates that the faculty member may be a threat to persons or property at the College or that the continuation of *his/her duties may be disruptive to the educational process of the College.*

- *b. Persistent or flagrant disregard to the terms of this Agreement or reasonable College rules.*

- *c. Willful falsification or alteration of a College record.*

- *d. Unsatisfactory performance as shown by a systematic evaluation by procedures and against standards set by the Administration and made known to the faculty member prior to such evaluation.*

- *e. Failure to comply with the provisions of all safety codes and regulations to which the College is legally subject. An employee shall be subject to disciplinary action, which may include dismissal, for willful failure to follow such safety procedures creating unsafe or hazardous working conditions.*

  The College will comply with the provisions of all safety codes and regulations to which the College is legally subject.

3. Termination for unprofessional conduct:

- *a. Just cause for dismissal will be related directly and substantially to the fitness of the faculty member in his/her professional capacity.*

  Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

- *b. When a Dean or other appropriate administrative officer has information or receives a complaint against a faculty member, subject to these provisions containing allegations which if true, might serve as grounds for termination and he/she deems such information or complaint to be substantial, he/she shall discuss it with the person concerned and shall make further investigation as he/she deems appropriate. If he/she believes that charges should be brought against such a person, he/she shall forward such information to the President together with his/her recommendation.*

  If the President determines after making such further investigation as he/she deems appropriate, that further action is warranted, he/she shall cause to be served upon the person concerned a written statement of the charges against him/her.

c. A faculty member shall have fifteen (15) calendar days from the date the statement of charges is received to request a hearing before the President. The request for a hearing shall constitute a grievance appeal commencing at Step Two.

B. Faculty members may be suspended with pay during the proceedings. Provided, however, that twenty-five (25) contracted days after the date of suspension, the President may withhold salary subject to the final resolution of the issue.

C. Extra classes and summer teaching under Statements of Appointments shall be excluded from procedures of Article 12 - Termination for Cause.

ARTICLE 13

ACADEMIC FREEDOM

Academic Freedom

The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Clackamas Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

A. Academic freedom is essential to these purposes and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

1. *The instructor is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matters which have no relation to his/her subject.*

2. *The instructor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties and in concern with existing College policies on publications and printing.*

3. *The instructor is a citizen, a member of a learned profession, and a member of the educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and as an educational member, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances.*

4. *As a member of his/her institution, the instructor seeks above all to be an effective teacher. Although he/she observes the stated regulations of the institution, he/she maintains his/her right to criticize and seek revision.*

5. *As a member of his/her community, the instructor has the rights and obligations of any citizen. He/she determines the amount and character of the civic and community involvement outside the institution with due regard to his/her responsibilities within it. As a citizen engaged in a profession that depends upon freedom for its health and integrity the instructor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.*

B. *Personal Freedom*

Instructors shall be entitled to full rights of citizenship and no exercising of such rights shall be grounds for discipline or discrimination. The Board recognizes that the personal life of an instructor is of concern to the Board only as it affects the instructor's job performance.

ARTICLE 14

COPYRIGHTS - PATENTS

A. The ownership of any materials or processes developed on an individual's own time, off-campus, and at no expense to the College shall vest and be copyrighted or patended, if at all, in the faculty member's name.

B. The ownership of materials or processes produced solely for the College and at the College expense shall vest in the College and be copyrighted or patented, if at all, in its name. A written agreement will be entered into between the College and the faculty member acknowledging such ownership.

C. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the party designated by written agreement between the parties entered into prior to the production. Such written agreement shall make either a positive or a negative statement with regard to any compensation to be paid to the faculty member.

D. A prior written agreement by members of the bargaining unit under situations described in B or C of this Article, will be entered into whenever materials or processes are produced. Such agreement shall include acknowledgements of ownership.

In the absence of an agreement, Clackamas Community College shall be deemed to have ownership.

ARTICLE 15

COMMITTEE WORK OF PROFESSIONAL STAFF

A. Many of the duties and functions of the College require information, suggestions, and advice from faculty members, other employees, students and the public. To help receive this information, the College will establish and designate membership on committees as necessary. However, no member will be required by the College to serve on more than one active College standing committee at one time.

B. The Association has an interest in the effective functioning of the College, and it may establish those committees of faculty members whose advice it believes will be beneficial to the College.

C. For one (1) hour each week no classes will be scheduled so that College-wide and/or department or division meetings may be held during this hour. When no such meetings are scheduled, other committees may use this period to meet. Committee meetings may also be held at other times as needed.

ARTICLE 16

SABBATICAL LEAVE

For the 1987-88 academic year, Sabbatical Leaves will be granted as set forth in Article 16, Sabbatical Leave, of the Agreement between Clackamas Community College and the Clackamas Community College Education Association, OEA/NEA, dated July 1, 1985 to June 30, 1987.

Effective July 1, 1988, the following rules will apply:

A. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel, or any other activity that will better fit the individual for service to the institution.

A faculty member becomes eligible for a sabbatical leave of up to one (1) academic year after completion of five (5) years of continuous service as an annually contracted faculty member. After a leave has been taken, six (6) years of continuous service as an annually contracted faculty member must be served before the faculty member becomes eligible for another leave.

The College will maintain a queue of all faculty by relative position of eligibility. Relative position will be determined by the most recent date of return from sabbatical leave or date of hire plus five (5) years. The names and number of eligible faculty will be published at least four (4) months in advance of the applicaton deadline. The application for leave shall contain a definite statement of the plan for study, research, writing, travel, or other activities to be undertaken, or a combination thereof. Application is made to the President through the appropriate Dean after the Association's Sabbatical Leave Committee has verified eligibility and deemed the proposal appropriate.

B. A faculty member on sabbatical leave shall receive 75% of his/her annual salary for a three (3) term leave, 87% of that annual salary for a two (2) term leave, and full salary for a one (1) term leave.

C. All fringe benefits shall continue to a faculty member during the term of his/her absence as available by insurance carrier. The absence shall not be construed as a break in service for any purpose, and the faculty member shall be returned to the position formerly occupied. Upon return from sabbatical leave, the member shall be eligible for increment credit for the year of leave pending satisfactory review of the completed sabbatical program by the appropriate Dean.

D. The acceptability of proposals for sabbatical leave will be determined by a faculty committee. The list of acceptable applications will be ordered in accordance with the queue.

Application date for sabbatical leave will be November 1 each year with decisions made by December 1.

E. The following rules will apply:

1. *As a general rule, only one (1) sabbatical leave per instructional area may be granted for any one (1) quarter. When more than one (1) application in an area is made, precedence is given by order of eligibility.*
2. *In the application for sabbatical leave, each member agrees to return to the institution upon the completion of the leave for a period of at least one (1) year's service--or must refund the amount received.*
3. *Upon completion of sabbatical leave, the faculty member will submit a report of the accomplishments and benefits resulting from the leave. Copies of this report shall be filed with the Sabbatical Leave Committee and the appropriate Dean.*

F. Effective July 1, 1988, the Board will budget a sum equal to one (1) term replacement cost for one-seventh (1/7) rounded of the eligible faculty. The replacement cost will be determined by the part-time salary schedule currently in place and will be for the full load of the faculty member on leave. Office hours will not be charged against the leave fund. The cost of Other Payroll Expense for replacements shall be included in the replacement cost as in current practice.

NOTE: For the duration of this contract, to limit liabilities, a limit of sixteen (16) leaves per year will be established.

ARTICLE 17

REDUCTION IN FORCE

For the purposes of this Article, reduction in force means a layoff of personnel for other than disciplinary, performance related, or personal reasons. Whenever the College determines that a layoff may be necessary, but at least sixty (60) calendar days prior to its implementation, the College shall schedule a meeting with the Association to discuss possible alternative actions. The Administration shall provide the Association a written summary of the circumstances giving reason(s) for the layoff. The College shall schedule an additional meeting with the Association to discuss implementation procedures.

A. *Layoff*

Before laying off an employee, the College will attempt to place the faculty member in any vacant annually contracted position in the bargaining unit for which the employee is qualified. An employee transferred under this provision shall have no further recall rights under this Article. However, should the position be reinstated, the College will allow the individual to transfer back to the original position after all laid-off employees eligible for that position have rejected recall rights.

Employees shall be notified by the College about the proposed layoff. Affected employees may submit alternative proposals to the Dean of Instruction.

1. *The selection of employees to be laid off pursuant to the reduction in force shall be made from among the employees within the unit(s) affected by the reduction in force and shall be made consistent with the educational priorities of such unit(s). Whenever possible, reduction in force shall be applied so as to protect full-time positions.*

2. *The order in which employees within the affected unit(s) are laid off shall take place as follows:*

   a. *First, from among the less than half-time employees in the unit(s) before the half-time or more employees are laid off;*

   b. *Then, from among half-time or more employees, temporary employees in the unit(s) are to be laid off before the probationary and regular employees are laid off;*

   c. *Lastly, from among the half-time or more probationary employees before the half-time or more regular employees are laid off.*

3. The order of layoff within each category listed in Subsection 2 above, except non-bargaining unit faculty members, shall be by inverse order of length of continuous service from the first employment date recorded in his/her first annual probationary contract (seniority). The order of layoff is subject to the requirement that employees remaining within each affected unit have the qualifications necessary to teach the remaining courses and/or perform the remaining duties.

   a. Persons who remain outside the bargianing unit for more than twenty-four (24) consecutive months shall relinquish all seniority rights and shall be terminated from the faculty bargaining unit.

   b. An authorized leave of absence or layoff for up to two (2) years with or without salary shall not be deemed an interruption of continuous service for the purpose of continued accumulation of seniority.

4. In the event a decision is to be made between two (2) employees who are equal in seniority, the decision of who shall be retained shall be made on the following basis:

   a. Earliest date of first payroll check as a faculty member.

   b. If the affected employees remain tied in seniority after applying subparagraph a., then the decision shall be made by lot.

5. Units recognized for the purpose of implementing reduction in force shall include courses and/or activities grouped as follows:

   a. Developmental Education;

   b. Audio Visual and Library;

   c. Nursing;

   d. Art;

   e. Business;

   f. Communication, Composition, Theatre and Literature;

   g. Counseling;

   h. Mathematics and Science;

   i. Physical Education and Health;

j. *Social Science;*

k. *Public and Human Services;*

l. *Agricultural, Industrial Technology and Trades;*

m. *Music;*

n. *Employee and Management Development / Business Center.*

6. *The College shall prepare a grid for each of the above listed units by October 15 of each year. Each grid shall set forth the following information:*

   a. *The names and seniority dates of all bargaining unit employees in each unit shall be listed in descending order of seniority across the top of the grid. An employee who works in more than one (1) listed unit shall be included in each unit if the annual assigned workload equates to at least forty percent (40%) of the assigned time in each unit. The determination on placement in the units shall be based on the workload for the last contracted year worked. New employees shall have their placement determined by current workload assignments. Employees whose primary assignment was in another unit prior to October 15, 1983, and in which they no longer work, shall be listed in each such unit for five (5) years from the last day worked in such unit(s).*

   b. *The courses and/or activities budgeted and/or provided within the listed unit shall be displayed to the left of the grid in alphabetical and/or numerical order by department.*

   c. *Checks will be placed beside each course or activity and adjacent to the name of each employee who meets the College qualifications required for the assignment shown at the top of the grid.*

   d. *A copy of the grid prepared for each listed unit shall be sent to the Association and shall be available in the office of the director of personnel for review by any member of the bargaining unit. Each bargaining unit employee shall also be sent a copy of the grid for the listed unit in which they are included no later than October 15 of each year.*

      Employees initially hired on annual probationary contracts after the October 15 date, shall be placed on the grid in the aforementioned manner within thirty (30) days after beginning work.

   e. *An employee shall have thirty (30) working days from the date he/she receives the grid to initiate a grievance concerning seniority dates and/or qualifications. The director of* *personnel shall be notified of all changes in qualifications once the grid has been developed. The final determination of employee qualifications shall be based upon the qualifications that the employee possesses as of the posting date of the notification of layoff.*

7. *In the event a reduction in force becomes necessary, the College shall display the courses and/or activities budgeted and/or provided within the affected unit(s) to the left of the grid from top to bottom in descending order of priority by department. The determination of who is to be laid off will be made by moving through the appropriate grid from bottom to top and from right to left.*
    a. *Employees with greater seniority will be retained over less senior employees provided that they have the qualifications determined to be necessary to perform the remaining duties.*
    b. *A checked box will signify that a person meets the College qualifications required for assignment to the course or activity listed to the left of the grid.*
8. *Except in the event of an unanticipated loss of a major sourse of revenue, the College shall provide the following notice of layoff:*
    a. *For probationary employees, at least three (3) months prior to the actual date of layoff.*
    b. *For regular employees, at least six (6) months prior to the actual date of layoff.*

B. *Recall*

Laid-off bargaining unit employees shall have recall rights within the listed unit(s) they were laid off from for a period of twenty-four (24) months from the first day of the month following the date the employee would have normally reported to work, which shall be the effective date of layoff.

1. *Recall shall be made in inverse order of seniority, provided the employee is qualified to perform the assignment(s) to which he or she is being recalled.*
2. *Recall rights shall include less than half-time (1/2) workload assignments which shall be paid from the part-time salary schedule. Less than half-time workload assignments(s) shall not be construed as an interruption of layoff status.*

3. Recall notice shall be mailed by certified letter to the last mailing address recorded with the College.

4. Employees shall have the obligation to advise the director of personnel of address changes or changes in qualifications.

5. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to the Personnel Office.

6. Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights.

7. Laid-off bargaining unit employees shall be notified of all annually contracted half-time or more administrative and faculty job openings. Notification shall be sent by regular mail to the last mailing address recorded with the College.

8. Employees laid off from the College shall be considered in-house candidates for any annually contracted half-time or more vacant position in the bargaining unit for which they qualify. Consideration as in-house candidate provides for an interview of that candidate prior to consideration of outside applicants. However, if the in-house candidate is equally or better qualified than all other candidates, both in-house and from outside, then the in-house candidate will be hired.

9. Laid-off employees shall have the right, at their own expense, to continue to participate at the group rate in employee medical, dental, life, and long-term disability programs; subject to the approval of the carrier(s).

10. Laid-off employees who find it necessary to terminate from the Public Employes Retirement System during their twenty-four (24) month recall period, may do so by written request to the Personnel Office and shall not be considered a terminated employee for other employee rights as determined by this Article.

11. Employees laid off for more than twenty-four (24) continuous months from the effective date of layoff, shall relinquish all recall rights and shall be terminated.

C. Miscellaneous

1. The determination of the necessity for a reduction in force and the determination of how courses and activities are to be prioritized within a given unit are matters reserved exclusively for the College and as such are not grievable.

Other issues arising under this Article are subject to challenge under the terms prescribed in Article 11 of this Agreement.

2. *The College will have the sole right to determine and evaluate the relative qualifications of candidates for positions outside their own affected unit(s) and select the best qualified candidate.*

ARTICLE 18

TUITION WAIVER

Tuition at Clackamas Community College for all Clackamas Community College sponsored classes will be waived for any full-time member of the bargaining unit and for member's spouse and dependents. Faculty and dependents will not be counted to meet minimum enrollment requirements.

ARTICLE 19

PROFESSIONAL IMPROVEMENT

A. It is recognized by the Board that attendance at professional meetings or enrollment in appropriate courses and/or workshops makes an employee a more learned and valuable member of the faculty.

B. Effective July 1, 1987, the Board will allocate a sum equal to $250 per year per employee per department area, for travel and expenses to attend such meetings and/or for tuition, travel, and fees incurred in enrolling and attending courses at other institutions. The expenditure of such funds shall be made at the discretion of each employee with the approval of the appropriate Dean. Any disapproval shall be for good cause. The funds within each department area cannot be transferred to any other department without the approval of the department.

Each department will make every effort to expend these funds in the most economically effective manner. For example, funding tuition for an in-state university rather than an out-of-state university when courses/workshops of equivalent quality and content are available locally.

ARTICLE 20

SCOPE, EFFECT, AND TERM

A. Waiver of Further Bargaining

Both parties agree that during the course of negotiation which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement.

B. Merger

This document contains the full and complete Agreement reached on issues considered during negotiations. No amendment or supplement to this Agreement shall be deemed effective unless it is reduced to writing and signed by the parties to this Agreement.

C. Compliance between Individual Contract and Agreement

Any individual contract between the Board and an individual instructor heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all instructors now employed, hereafter employed, or considered for employment by the Board. An additional twenty-five (25) copies of this Agreement will be given to the President of the Association.

E. Funding

1. It is recognized that portions of this Agreement conferring direct monetary benefits upon members are dependent upon the availability of resources to the College. The Board agrees to include in its budget request amounts sufficient to fund monetary benefits herein incurred and to actively seek voter approval of a levy needed to fund such a budget request.

2. If, after two (2) elections the voters of this College District have not approved a levy, this Agreement may be reopened for further negotiations at the request of the Board.

ARTICLE 21

NO STRIKES OR LOCKOUTS

A. The Association agrees that there will be no "strike" (which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing, willful absence from work, or absence in whole or in part from the full, faithful or proper performance of duty, or other concerted action) engaged in, authorized by, or approved by the Association or its members during the term of this Agreement.

In the event of a "strike" which occurs or continues without the authorization or approval of the Association, the Association must use every effort to immediately terminate any such strike. The Association shall also, promptly and publicly, inform the participants therein that such strike is unlawful and unauthorized and specifically instruct Association members to terminate any such strike. Failure to take every effort to terminate such a strike shall constitute approval of the strike by the Association.

B. The Board agrees there shall be no lockout of employees during the term of this Agreement.

ARTICLE 22

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1989.

2. If any provision of this 1987-89 Agreement has a stated effective date which falls after the ratification of this Agreement, then that particular provision will be controlled by the terms of the 1985-87 Collective Bargaining Agreement until the new effective date occurs.

3. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, of the year this Agreement is due to expire.

4. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver or the right to enforce such provision.

Donald Hutchison, President
CCC Education Association

Roger Rook, Chairperson
CCC Board of Education

Jeffrey Molatore, Chairperson
Faculty Bargaining Team

James R. Painter, Chairperson
Management Bargaining Team

Carol Petersen
Faculty Bargaining Team

Charles K. Scott, Management
Bargaining Team

Jacque Arellano
Faculty Bargaining Team

Susan Hopkirk
Faculty Bargaining Team

AGREEMENT

BETWEEN

CLATSOP COMMUNITY COLLEGE
BOARD OF DIRECTORS

AND

CLATSOP COMMUNITY COLLEGE
FACULTY ASSOCIATION

June 18, 1985 - June 30, 1988

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AGREEMENT

Between

CLATSOP COMMUNITY COLLEGE
BOARD OF DIRECTORS

and

CLATSOP COMMUNITY COLLEGE FACULTY ASSOCIATION

which is affiliated with

OREGON EDUCATION ASSOCIATION AND
NATIONAL EDUCATION ASSOCIATION

PREAMBLE

This Agreement is by and between the Clatsop Community College Faculty Association, which is affiliated with the Oregon Education Association and the National Education Association, and hereinafter is referred to as the "Association," and the Clatsop Community College Board of Directors, hereinafter referred to as the "Board." As hereinafter used in this Agreement, the term Board shall include any agents or employees of Clatsop Community College designated by the Board of Directors.

ARTICLE I - RECOGNITION

A. Bargaining Unit Membership

1. The Board recognizes the Association as the exclusive bargaining representative for certain employees consistent with a Public Employee Relations Board certification dated January 24, 1975, to wit: all faculty members employed one-half time or more on annual contracts, excluding supervisory and confidential employees as defined in ORS 243.650(6) and (14).

2. The status of employees whose positions are dependent on federal grants shall be determined on a case by case basis by the Association and the College

B. Purpose. The purpose of this Article is to recognize the rights of the bargaining agent to represent faculty in the bargaining unit in negotiations with the Board. Granting of recognition shall not be construed to obligate the Board in any way to continue any functions or policies. The Board reserves the right to create, combine or eliminate positions as in its judgment is deemed necessary.

ARTICLE II - ASSOCIATION DUES

All faculty members who pay dues to the Association at the execution of this Agreement shall be required to continue such payment as a condition of employment. Faculty members who do not pay dues to the Association at the execution of this Agreement shall have thirty (30) calendar days from such execution in which to notify both the employer and the Association in writing of their desire to continue such non-payment status. Newly hired faculty members shall have thirty (30) calendar days from the date they contractually report for duty to provide such written notice to the employer and the Association. Failure to provide proper written notice within the thirty (30) calendar day period shall require a faculty member to pay dues to the Association as a condition of employment.

ARTICLE III - ASSOCIATION RIGHTS

A. Facilities. The Association shall have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal College operations, and that arrangements for such use shall be made in accordance with established procedures. Use of facilities that involves increased maintenance costs shall be paid by the Association.

B. Access. Duly authorized Association representatives shall have reasonable access during normal College hours to all buildings in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College.

C. Equipment. The Association shall have the right, consistent with College procedures and practices, to use College owned or rented duplicating and office equipment (excluding word processing or data processing equipment) at reasonable times when such equipment is not otherwise in use for College purposes. Such requests shall be through normal administrative channels. The Association shall reimburse the College, at the generally prevailing rate, the cost in excess of sixty (60) sheets of any one project.

D. Bulletin Boards. The Association shall have the right to use faculty bulletin boards for posting notices of its activities and shall have access to the internal campus mail system to communicate with faculty members. Such material shall be labeled as Association material and shall be authorized by an appropriate Association official. This section shall not apply to any campaign material related to partisan political activities.

E. Information. The Association, upon request, shall be granted access to information required to assist it in its representation responsibility. Such requests shall be with advance notice and shall not involve unreasonable costs or staff time. Upon request, copies of such information shall be furnished to the Association at cost. One copy of audit and budget reports shall be provided the Association at no cost. The Board shall furnish the Association one copy of all official Board of Directors' minutes.

F. Board Representative. An officially designated Association representative shall have the right to attend all regular or special meetings. The representative may speak to any issue under discussion consistent with the operating rules and procedures of such meetings. Nothing in this section shall be construed to diminish the right of the Board to hold closed Executive Sessions excluding the Association representative within the guidelines established by law or at any meeting to transact business which is lawfully within its discretion.

G. Copies of Agreement. The Board shall furnish a copy of this Agreement to all members currently in the bargaining unit and to new hires into the bargaining unit upon acceptance of an offer of employment.

H. Public Records. The Association shall be furnished minutes, agendas and related study materials at the same time and in the same form as those furnished the Board of Directors except for that information which in its current stage of discussion must be considered confidential to prevent public embarrassment to an individual, individuals or the College. Nothing in this section shall be construed to diminish the President's right to privileged correspondence with the Board of Directors.

ARTICLE IV - GRIEVANCE PROCEDURE

A grievance is hereby defined as a complaint or claim against the Board by a member of the bargaining unit or the Association regarding the alleged violation by the Board of the terms of this Agreement. An indiviual member of the bargaining unit or group of members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

A. Procedure.

1. Step One. The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved and the remedy sought. The Dean shall be given the written grievance and shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within ten (10) calendar days thereafter and shall concurrently send a copy of the answer to the Association.

2. Step Two. If no settlement is reached at Step One, the written grievance may be submitted to the President or his designated representative, provided it is filed with the President or his designated representative not more than ten (10) calendar days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or his designated representative shall send his written answer to the Association within ten (10) calendar days of the Step Two meeting.

3. Step Three. If no settlement is reached at Step Two, the Association may in its sole discretion, within ten (10) calendar days after the Step Two answer, request by written notice to the Board that the grievance be arbitrated, provided that the grievance presented an arbitrable matter as herein defined.

B. Time Limits. With respect to Section A of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section A above within twenty-one (21) calendar days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken, or appeals therein provided for not taken or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of Employer's last answer unless both parties mutually agree to extend time limits. Time limits on grievances occurring at the end of spring term shall be adjusted as agreed by the parties to facilitate orderly processing.

C. Arbitration

1. Within ten (10) calendar days after a written notice of arbitration, as called for in Step Three of the grievance procedure, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) arbitrators from the State Employment Relations Board, Conciliation Service Division and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.

2. The arbitrator so selected shall hold hearings on the matter as promptly as possible, and shall abide by the American Arbitration Association rules.

3. Only grievances which involve an alleged violation by the Board of a specific section or provision of this Agreement which are presented to the Board in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

D. Jurisdiction of the Arbitrator is Limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or common law of the industry; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
5. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

E. Authority of the Arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Board, the Association and the employees affected, consistent with the terms of this Agreement. Upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

1. That the arbitrator exceeded his jurisdiction or authority under this Agreement and/or under the Submission Agreement;
2. That the arbitrator's decision or award is not supported by substantial evidence; and
3. That the arbitrator's decision or award is based upon an error of law.

F. Definition. The term "calendar day" as used in this Article shall exclude those days which fall between the end of finals week of each term and the beginning of the next term and shall also exclude summer term.

ARTICLE V - FACULTY RIGHTS

A. Rights of Faculty in Association. The Employer shall not interfere with the legal right of faculty members to organize, join and support the Association for whatever purpose it may legally engage in.

1. The Employer agrees that it will not discriminate against any faculty member because of membership in the Association, because of participation in activities of the Association or because of any action taken within the duly established grievance procedure.

2. In fulfilling its obligations under this Agreement, the Association shall not discriminate against any faculty member for nonmembership in the Association and fully understands its responsibility to fairly represent all members of the unit. The Employer does not guarantee the carrying out of the duty of fair representation by the Association.

B. Personnel Files.

1. Copies of materials in official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements or when otherwise required by law.

2. Excluding confidential material secured by the College during the employment process, each faculty member shall have access to his/her own personnel file during normal business hours and/or may designate in writing a representative of his choice for such access. A faculty member shall have the right to read all such material and append to it answers to any charges, complaints or statements involved.

3. Upon forty-eight (48) hours' notice and payment of actual costs, copies of materials in personnel files shall be made available to faculty members.

C. Academic Freedom. Each faculty member is entitled to and responsible for protecting freedom in the classroom in discussion and presentation of the subject taught. Each faculty member is also a citizen of the nation, state, and community, and when speaking, writing, or acting as such shall be free from institution censorship. The faculty should avoid, however, creating the impressions of speaking or acting for the College when speaking or acting as a private person. It is recognized that the personal life of a faculty member is not an appropriate concern of the College except as it limits the faculty member's effectiveness in his position.

D. Faculty Involvement in Recruitment and Selection. It is agreed that the faculty involvement in the selection process of new faculty members is desirable to the well-being of the College. Unless impractical to do so, the Board shall not exercise final discretion regarding the selection of full-time faculty members until candidates have been interviewed by appropriate faculty and administrative staff.

E. Evaluation

1. Both the Board and the Association agree that evaluation serves the best interest of the parties and that the purpose of evaluation procedures at Clatsop Community College will be:

   a. To seek methods for the improvement of instruction;

   b. To provide for formal recognition of staff accomplishments;

   c. To provide faculty members a means for identifying their growth and professional development;

   d. To assist faculty members in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses;

   e. To help identify individual and inservice training requirements;

   f. To assist the Board in making determinations regarding the probationary status;

   g. To assist the Board in making determinations regarding termination of employment.

2. It is further agreed that all faculty members shall be evaluated at least once annually, and probationary faculty members shall be evaluated at least twice annually.

F. Just Cause. No faculty member shall be reprimanded, disciplined or reduced in compensation without just cause. Any formal charges which are made by the President or board member(s) shall be reduced to writing and made available to the faculty member. Faculty members shall have the right to have an individual of their choice present when being formally reprimanded or disciplined. Nothing herein shall be construed to preclude the Dean or any other appropriate administrative person from informally meeting, counseling and consulting with a faculty member in confidence. This section does not apply to actions taken in accordance with Article IX (nonrenewals, retirement, discharge for cause, staff layoffs.)

ARTICLE VI - COMPENSATION

A. Salary Schedule. Faculty members shall be compensated in accordance with Appendix A. Whenever degrees from American institutions are used for salary schedule placement, only earned degrees from regionally accredited insitutions will be recognized in determining placement on the salary schedule. Degrees from foreign institutions will be evaluated individually on a case-by-case basis.

B. Salary Schedule Placement and Progression.

1. A new instructor may receive a maximum of ten (10) years' experience credit as follows:

   High School Experience: One year for each two (2) years' applicable experience.

   College Experience: One year for each one (1) year of applicable experience.

   Related Work Experience: One year for each two (2) years of applicable experience.

   For initial schedule placement purposes for individuals with less than a bachelor's degree:

   > Thirty (30) quarter hours of approved course work is equivalent to two (2) years' related work experience, or to one (1) longevity step.

   New personnel may be hired beyond the eighth step only upon recommendation of the administration to the Board of Directors.

   The ten (10) year maximum experience credit limit for new employees can only be exceeded if the College has been unsuccessful in staffing the position after two (2) advertised searches and recruitment attempts. If this process has occurred, and a vacancy still exists, the parties to this Agreement recognize that a hiring emergency exists, and the College Board, upon request of the administration, can grant up to four (4) additional experience steps to a maximum of fourteen (14).

2. Approval of increment advancement based on additional course work or other educational experience is secured by approval from the Dean of Instruction. Latitude can be given in course evaluation; however, acceptable course work must normally exhibit some direct relationship to the instructor's teaching assignment, and must normally be at graduate level for individuals with Bachelor's degrees or higher.

3. Advancement on the salary schedule is not automatic. In any event, excluding the doctorate lane and Steps 15, 16, 17, 18, 19, and 20 of any lane, no faculty member shall receive more than five (5) longevity increments in any given lane.

4. A four (4) year learning period, plus three (3) years of journeyman experience in an occupational field will equal a B.A. degree for Vocational-Technical instructors. Vocational instructors progress through professional and academic growth after journeyman status.

5. All annual contracts will be paid in equal installments beginning on the last working Friday of the first month in which work is performed, and terminating on the last working Friday of the last contract month, except for the June paycheck which will be paid on the last working day of the contract, providing all end of year commitments are met.

6. Employees may elect to spread the annual contract amount over twelve (12) equal payments which will provide payments in July and August of the ensuing year.

C. Contract Year. The regular contract year will be for 173 working days plus six (6) days of paid holidays. Paid holidays shall include Veterans' Day, Thanksgiving Day plus the following Friday, Christmas Day, New Year's Day and Memorial Day. Unpaid vacation periods included in the contract year will include Presidents' Day, plus additional unpaid days scheduled during the breaks between terms as designated in the staff master calendar.

D. Workload.

1. The salary schedule is based on a workload calling for teaching assignments of 15 credit hours/term or 25 contact hours/week (16 credit hours/term in the event that a faculty member is assigned a four (4) credit course during any term(s)).

2. Overloads will not be paid until a faculty member exceeds an average of the above over the three (3) terms of the regular academic year. If an instructor reaches an overload situation, as defined above, by averaging more than 15 credit hours/term (or as applicable, 16 credit hours/term), he/she will not be considered to be in an overload situation if the student contact hours in his/her classes do not average at least 150 student contact hours/week (or as applicable, 160 student contact hours/week) over the three (3) terms, as determined by the fourth week report. If the instructor reaches an overload situation, as defined above, by averaging over 25 contact hours/week, he/she will not be considered to be in an overload situation if the student contact hours in his/her classes do not average at least 200 student contact hours/week over the three (3) terms, as determined by the fourth week report.

3. Payment for overload will be made at the end of spring term and will be based on an hourly rate, as determined by Appendix B of this Agreement.

4. Bargaining unit individuals offered less than a full-time contract, may, at administrative option, be offered supplementary contracts beyond guaranteed load on a term by term basis. These supplemental contracts will be calculated as a proportion of a regular full-time contract unless they are the result of a special contract with an outside business or agency, or receive full or part funding through a grant or other external funding source, in which case, the supplemental contract will be an amount to be determined administratively, and agreed to by the bargaining unit member involved.

E. Work Hours.

1. Community college faculty members have a professional obligation to be available on campus for a substantial portion of each work day, for student consultation, committee work, and other duties, beyond their scheduled class and office hours.

   Faculty members who are fulfilling this obligation will find that they are spending thirty-five hours or more per week on campus, as a result.

2. Each faculty member will schedule a minimum of five (5) hours per week for student advising and conferences to include one hour each day of the week only one of which may be between noon and 1:00 p.m., except where irreconcilable conflicts with class schedule arise as determined by the Dean of Instruction. Office hours shall be posted each term on the faculty member's office door and copies shall be filed with the appropriate Dean.

F. Summer School. Compensation for summer session(s) shall be computed on the basis of five percent (5%) per three (3) credit hour class, of the individual's nine (9) month salary position. By separate agreement, faculty members may agree to teach summer classes with less than the minimum number of students, at a reduced rate.

ARTICLE VII - PAID LEAVES OF ABSENCE

A. Sick Leave. Sick leave shall cover absences due to accident or illness of faculty members. Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed whichever is greater.

1. Any disability due to pregnancy shall be included within the definition of accident or illness for sick leave purposes.

2. Sick leave allowance shall be credited to the faculty member's account from beginning of employment with the institution. Each faculty member shall be furnished a statement at the close of each year, showing the number of days allowed for that year and the number of days of unused sick leave remaining.

3. Certification by one or more physicians that an illness or injury prevents a faculty member from carrying on his/her duties shall not usually be required unless the faculty member is absent in excess of five (5) consecutive working days. If medical evidence indicates the faculty member could return to duty and fails to do so upon written request, employment may be terminated by the Employer as recommended by the President.

4. A faculty member shall not consider sick leave as a right which allows absence at any time for other than disability resulting from illness or injury, and sick leave shall not be considered available as terminal leave, either in time or in dollars. When a faculty member is to be absent from school, he shall notify the Division Director at the earliest possible date. No substitutes will be provided except for illness or absence in excess of five (5) consecutive days.

5. A faculty member shall plan to meet his/her classes the scheduled number of hours per term. When a class must be cancelled because of illness or other reasons, the faculty member shall make up that class time in some manner, either by scheduling make-up sessions, having another instructor take the class or by special assignment, etc.

6. Faculty members absent because of illness must fill out a sick leave form. Sick leave will be charged to a faculty member's account in increments of one-half (1/2) or full day.

7. Sick leave may be used to cover absence due to on-the-job injury or accident provided that any additional payment for such time loss is endorsed over to the College by the faculty member. In such instances deductions from accumulated sick leave shall not include the amount reimbursed from the state.

8. Employees who work less than full-time shall accumulate and use sick leave prorated on the percent of time worked.

9. Days of absence in excess of the above shall require a deduction in pay unless authorized by the President.

B. Bereavement Leave

1. A faculty member shall be allowed up to three (3) days' paid leave due to the death of a member of the immediate family of the faculty member.

2. Days of absence in excess of the above shall require a deduction in pay unless authorized by the President.

C. Emergency Leave. Short-term emergency leave may be granted by the College President, for acute emergencies beyond the staff member's immediate control. Such paid emergency leave is not automatic and would normally be allowed only for serious injury or illness of a member of the staff member's immediate family.

Whenever circumstances permit, staff members are expected to seek advanced approval of paid emergency leave.

D. Legal Leave. A faculty member shall receive time off for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant or the object of the investigation. Any remuneration excluding expenses received for such appearances shall be endorsed to the College.

E. Temporary Military Leave. Military leave shall be granted consistent with applicable state and federal laws.

F. Sabbatical Leave. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel or any other activity that will better fit the individual member of the unit for service to the institution.

1. A faculty member must have a minimum of six (6) years' continuous full-time (nine (9) months or more) employment with the College prior to commencing sabbatical leave. As a rule, no more than two (2) sabbatical leaves may be granted in any year, and when more than one application from any division is made, precedence is given to the order of service and merit of application. Two (2) applications from the same division may be approved in the event that no applications are received from other divisions. Sabbaticals will normally not be granted to faculty whose program/discipline is identified on the most current program/discipline alert listing.

2. The sabbatical leave payment to be given as follows:

   6 years' continuous full-time employment -- 50 percent of salary
   8 years' continuous full-time employment -- 70 percent of salary
   10 years' continuous full-time employment --100 percent of salary

   A faculty member who is granted sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he/she not been on leave. Except for staff layoffs, under Article IX, the faculty member shall be permitted to return to employment in the College with the same salary status which he/she would have enjoyed had he/she been teaching and in a comparable position. Because the member on leave is considered to be an employee of the College, he/she may remain enrolled in any insurance program offered by the College to its employees but entirely at his/her own expense, either by directly paying the premiums through the College or paid by the College with the amount deducted from his/her sabbatical pay.

3. To ensure the interests of the College, the faculty member will enter into a special contractual arrangement with the College at the time the sabbatical leave is granted spelling out the sabbatical plan and agreeing to reimburse the College any salary paid him/her during the period of sabbatical leave, in the event he fails to return to the College to teach for at least two years immediately following his sabbatical leave.

   To further protect the interests of the College, a faculty member granted a sabbatical leave must provide the College with a bond equal to the amount of sabbatical salary and for the length of the sabbatical leave and subsequent repayment period. The bond is to be provided before finalization of any sabbatical agreement, and is subject to forfeiture to the College if leave conditions are not met, as specified in the special contractual arrangements made.

Failure of an employee to follow the planned program of study or travel releases the College from its obligation to return the individual to employment following the leave period, unless specific written exceptions have been agreed to by the College. The sabbatical loan may be required to be repaid to the College in full if the sabbatical plan is not followed. A properly approved extension without pay shall not be construed a failure to return to the College provided the faculty member returns from such leave in accordance with this provision.

Failure of an employee to return to the College and to teach at least two (2) years immediately following his/her sabbatical leave or failure to complete satisfactorily his/her scheduled program of study and/or travel shall not result in forfeit of his/her salary to his/her estate provided such failure is due to his/her death or physical or mental disability certified by a licensed physician.

4. If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval. Transcripts or other evidence will be submitted to the President or his designated representative within sixty (60) days of the employee's return to duty. The President may arrange for the faculty member to make an oral presentation to the Board of Directors.

   Sabbatical leave which is for the pupose of travel will normally be approved only if the proposed program incorporates a plan of study in connection with the travel. Applicants will submit a detailed itinerary and program with a statement of the objectives of the plan. Faculty members desiring sabbatical leave will submit an application containing the following: requested leave interval, purpose of leave, professional justification, anticipated accomplishment, plans for faculty member responsibilities during period of absence, and recommendation of Division Director and Dean of Instruction.

5. Applications must be submitted to the Dean of Instructional Services to be reviewed by the screening committee for sabbatical leaves not later than October 15 prior to the school year during which the proposed leave is to begin. The applications, together with the committee's recommendations, will be forwarded through the President to the Board of Directors not later than November 15. The applicant will be notified of the Board of Director's decision by January 15.

   The Board may approve, disapprove, or approve conditionally, the leave request. Sabbatical plans must be reviewed in their entirety by the Screening Committee for sabbatical leaves, before they will be considered by the Board of Directors.

It is agreed that decisions regarding granting of sabbatical leaves are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.

6. The Screening Committee for sabbatical leaves shall consist of the Dean of Instructional Services as permanent chairperson, one additional administrator appointed by the President, one faculty member appointed by the Association, plus three faculty members, one each elected by the members of each division.

ARTICLE VIII - UNPAID LEAVES OF ABSENCE

A. Long Term Leave. Upon approval of the President, leaves of absence not to exceed two (2) years may be granted to faculty members. Requests for such leaves shall be in writing. The terms and conditions of approved leaves shall be reduced to writing and signed by the President and faculty member involved prior to commencement of such leave. All extensions or renewals of leaves shall be applied for and granted in a similar manner. Examples of such leave are international and federal programs, professional study, military, association, political, childcare, and short term emergency leave.

B. Conditions While on Leave. During the term of unpaid leave of absence granted pursuant to any section of this Article, the faculty member will not receive increment credit for time spent on leave nor will such time count toward the fulfillment of seniority requirements. The faculty member will not be provided those fringe benefits normally provided full-time employees by the College while on leave. Faculty members on approved leave of absence without pay shall be granted the opportunity of continuous benefits available to all other faculty members on a self-pay basis if allowed by the underwriter.

C. Return From Leave. Upon return from unpaid leave of absence, any unused sick leave time earned by the faculty member before commencing leave shall be restored, and the faculty member will be placed at a salary level and step on the salary schedule not less than that which he held immediately prior to commencing leave.

Except for staff layoff or unless specifically stated otherwise in the individual terms and conditions of the leave, a leave taken under this Article shall guarantee a faculty member a position in the bargaining unit upon returning from leave with at least the same level of workload he had prior to taking the leave.

D. Military Leave. Notwithstanding any section of this Article, unpaid leave for military service shall be handled in accordance with applicable state and federal regulations.

ARTICLE IX - PROBATIONARY PERIOD, TERMINATIONS AND LAYING OFF OF STAFF

A. Probationary Period.

1. Faculty members shall complete a probationary period of four (4) years. Such probationary period may be extended for one (1) year in instances where such extension would serve the best interest of the individual and/or the institution.

2. It is agreed that decisions regarding the successful completion of the probationary period are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.

3. Probationary employees shall be notified of nonrenewal prior to March 15 of the applicable year and shall be given a written explanation of the reasons for such nonrenewal.

B. Permanent Status

1. Faculty members who successfully complete the probationary period shall be deemed to have permanent status.

2. In the event a faculty member with permanent status who assumes supervisory duties outside of the bargaining unit returns to the bargaining unit within three (3) years, such individual shall be treated as if no interruption in bargaining unit service had occurred.

3. Retirement age for faculty is seventy (70) years of age. Decision to extend employment beyond the academic year in which age seventy (70) is reached is vested entirely with the Board. If the Board elects to extend employment beyond age seventy (70), additional years of employment will be on an annual basis, and must be reaffirmed by the Board each year.

4. Excluding laying off of staff and reaching of retirement age, the Board agrees that termination of employment for faculty members with permanent status shall be for just cause.

5. No permanent faculty member shall be dismissed without at least thirty (30) calendar days' written notice of such dismissal. By April 1 of each contract year, permanent faculty members must notify the College in

writing of their intent to return ro not to return to the College for the following contract year. Failure to so notify the College by the above date, after reasonable request by the College, shall terminate that faculty member's permanent status, and the College may immediately declare that position vacant for the following contract year.

C. Layoff of Staff

1. A layoff of staff shall be defined as the necessity to reduce the number of faculty members because of declining enrollments within a given program; program reduction or termination, and/or insufficient funds.

2. In the event the Board determines a layoff of staff to be necessary, the President shall develop an overall plan of layoff which best protects the instructional capacity and flexibility required to maintain the highest quality education possible for students.

3. If reasonably practical, the principle of seniority shall be followed.

4. The President shall discuss proposed staff layoffs with Association representatives thirty (30) calendar days prior to any final action by the Board of Directors. In the event that the Association chooses to present an alternate method of layoff to the Board, the Association must so notify the President within ten (10) working days after the Association is made aware of the proposed layoff, and a meeting to hear the Association's alternative proposal shall be arranged within ten (10) additional working days. The Board of Directors in its role as appointing authority shall make the final determination and shall instruct the President to inform all parties affected by its decision in a timely manner.

5. Faculty members affected by a staff layoff shall have recall rights for two years and shall be recalled in inverse order of being laid off provided they possess the necessary qualifications to perform the assignment to which being recalled.

ARTICLE X - PARTICIPATION BY FACULTY IN COLLEGE GOVERNANCE

A. Association Involvement. The Association shall be notified in the event of proposed modifications or additions to policies and uniform practices generally prevalent for faculty members with respect to salaries, fringe benefits and working conditions not covered by this Agreement.

1. The Association, upon request shall be provided with information with regard to the motivating factors, the intent and probable results.

2. If requested by the Association, the Association and the Board will confer, consult and discuss in good faith the proposed modification or addition.

3. Nothing herein shall be construed to diminish or alter the rights of the Board to implement any changes not inconsistent with the terms of this Agreement.

4. By following the requirements of subparagraphs 1, 2, and 3 of Section A, above, the College has satisfied any obligation to bargain proposed modifications or additions to policies and uniform practices generally prevalent for faculty members with respect to salaries, fringe benefits, and working conditions not covered by this Agreement, and any further obligation on the part of the College is therefore waived.

B. Committee Appointments. The Association shall have the right to appoint one of the faculty members to any committee which has a faculty member(s) as participant(s).

ARTICLE XI - FRINGE BENEFITS

A. Insurance. The Board agrees to continue the existing group family medical and dental, employee life insurance and long-term disability insurance plans. Full contribution shall be borne by the employer for the 1985-86 and 1986-87 years. Any increase in contribution by the employer on or after July 1, 1987 will not be required unless mutually agreed to by the parties pursuant to the re-opening provisions of this contract.

B. Retirement. The College shall pay the 6% employee contribution to the Public Employee Retirement System for all eligible employees.

C. Tuition. The Board agrees to waive full tuition for any course taken from Clatsop Community College by a faculty member or dependents. No member of the bargaining unit or dependent shall be counted in the minimum number to require a class to be offered or cause a tuition-paying student to be excluded from a class because of enrollment maximums.

ARTICLE XII - EARLY RETIREMENT

A. Early Retirement. The Board of Directors of Clatsop Community College agrees that early retirement may be a viable option for some employees who become eligible for early retirement under the Oregon Public Employes Retirement System rules and regulations.

Early retirement as provided by the College plan is not automatic and must be mutually agreed to by the individual retiree and the College Board of Directors. An employee must apply for early retirement by March 1 of the academic year preceding retirement. Early retirement will normally only be considered for retirements that commence at the end of an individual's regular contract period.

It is agreed that decisions regarding granting of early retirement are vested exclusively with the Board. It is further agreed that such decisions are not subject to the grievance procedure of this Agreement.

B. Eligibility. A Clatsop Community College employee in order to qualify for College early retirement benefits must:

1. Be at least 58 years of age and receiving retirement benefits through the Public Employes Retirement System.

2. Have been employed, as a regular employee[1], by Clatsop Community College a minimum of ten consecutive years immediately preceding application for early retirement benefits. Time spent on approved leaves of absence will not interrupt an employee's service to the College, but only time spent on approved paid leaves of absence will count toward meeting the ten-year requirement.

C. Benefits. An eligible Clatsop Community College early retiree shall, upon approved application:

1. Receive continued coverage for the retiree and his/her spouse under the Clatsop Community College group medical/hospital/major medical plan in effect at the time of retirement, for the first six (6) months following date of retirement. Costs of such coverages to be borne by the College.

   Beginning with the seventh (7th) month of retirement, the retiree will be allowed to continue hospital/medical/major medical coverage for the retiree and his/her spouse under the early retirement insurance of the type provided through the then current insurance carrier, with the College payment toward premiums limited to the costs in effect for such coverage at the beginning of the seventh (7th) month of retirement.

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[1] A regular employee is a faculty member who is a recognized member of the faculty bargaining unit or an administrative, service/supervisory, or classified staff member who fits the definition of regular employee as defined in the PREFACE of The Handbook for Administrative, Service/Supervisory and Classified Staff.

In the event that the College paid amount is not sufficient to cover the retiree's premium costs, the retiree must make up any difference if the coverages are to be kept in effect.

In this event, unless the full amount of the retiree's portion of the premium is received by the College Business Office in advance of the College premium due date, the retiree's insurance will be immediately terminated and his/her coverage will stop.

The retiree will not qualify for a higher level of coverage than he/she participated in at the time of retirement. Example: A change from single to family coverage would not be paid by the College.

In any event, the insurance benefit will terminate upon the retiree's reaching age sixty-five (65), becoming eligible for Medicare, or obtaining hospital/medical coverage through some outside employment, whichever might first occur. The insurance benefit will also cease if PERS retirement benefits are stopped.

2. Receive a monthly stipend equal to one percent (1%)/month of his/her final annual base salary, but not to exceed $300 per month, payable for forty-eight (48) months from date of retirement or to age sixty-two (62), whichever comes first.

   After forty-eight (48) months of retirement, or after reaching of age sixty-two (62), whichever might first occur, and until age sixty-five (65), receive a monthly stipend equal to one-half of one percent (½%)/month of his/her final annual base salary, but not to exceed $150/month.

   In the event the early retiree should draw unemployment benefits from the College or should PERS retirement benefits be stopped, all College paid early retirement stipend payments and benefits will cease, and no further obligation on the part of the College to the retiree shall exist.

3. Be eligible for College Gold Cards for the retiree and spouse, if retiring before age 62, and so long as early retirement eligibility is maintained.

D. Procedure. All coverage and responsibility by the College terminates on the first day of the month immediately following the reaching of the time or condition limits set forth in items one (1) through three (3) of this policy statement, or at the death of the retiree, whichever occurs first.

The early retirement benefits herein provided for all are contingent upon passage of the tax base or tax levy, when applicable, and availability of funds.

The employee who requests Clatsop Community College early retirement benefits is responsible for making all arrangements with the PERS or the Social Security Administration for retirement benefits under those programs.

E. The Board and the Association agree that individuals receiving early retirement benefits from the College are no longer employees of the College or members of the bargaining unit. The parties further agree that early retirees are therefore barred from filing grievances through the Agreement, or from receiving, except for specified early retirement benefits, any other rights privileges or benefits provided for in this Agreement.

ARTICLE XIII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Board agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

ARTICLE XIV - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction of the work force is vested exclusively with the Board subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Board in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XV - SCOPE OF AGREEMENT

A. Savings. It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

B. Complete Agreement. This Agreement constitutes the negotiated agreements between the Board and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

C. Reopening. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in the Agreement. Therefore, except as specifically stated in Section A above, the Board and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

D. Individual Contracts. No individual contract offered to faculty members by the Board shall be inconsistent with the terms and conditions of this agreement. Reference to this Agreement shall be incorporated into any individual contract.

E. Funding.

1. The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established budget procedures and in certain circumstances, by a vote of citizens. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter tax base or tax levy approval.

2. The College has no intention of reducing the compensation specified in this Agreement because of budgetary limitations. The College agrees to include in its budget requests amounts sufficient to fund the compensation provided by this Agreement, but makes no guarantee as to passage of such tax levy or tax base requests or voter approval thereof.

3. Increases in compensation levels and/or insurance benefits provided for by this Agreement will be contingent upon the successful passage of the College levy within two attempts. In any event, the failure of two successive levy attempts in any one year shall require re-opening of such items by the parties.

ARTICLE XVI - DURATION

A. This Agreement shall remain in full force and effect from its execution to and including June 30, 1988.

B. Article VI, Section D - Workload may be reopened upon the request of the Association on or after April 1, 1986. A committee consisting of two Association representatives, two administrators, and others as agreed, shall be formed to address the subject of workload. The committee shall complete its study prior to April 1, 1986. In the event the committee recommendations are ratified by the Association and the District, such recommendations shall become contractual conditions for the 1986-87 academic year.

Article XI - Fringe Benefits and Appendices A and B may be reopened upon the request of the Association on or after April 1, 1987.

C. Negotiations for a successor Agreement shall begin upon the request of either party on or after April 1. 1988.

Signed this 18th day of June, 1985, at Astoria, Oregon.

FOR THE ASSOCIATION

John David Hausen
Faculty Negotiating Team

Anne [illegible]
Faculty Negotiating Team

Melvyn Berens
CCCFA President

FOR THE BOARD

Chairman of the Board

Philip L. Bainer
Clerk of the District

CLATSOP COMMUNITY COLLEGE
Astoria, Oregon 97103

1985 - 1986

APPENDIX A-1

EFFECTIVE September 1, 1985

Years	BA	+15	+30	+45	BA+60 Masters	+15	+30	+45	+60	+75	+90	Doctors
1	14,382	14,671	14,957	15,257	15,555	15,866	16,178	16,502	16,825	17,162	17,497	18,198
2	14,957	15,257	15,555	15,866	16,178	16,502	16,825	17,162	17,497	17,849	18,198	18,926
3	15,555	15,866	16,178	16,502	16,825	17,162	17,497	17,849	18,198	18,564	18,926	19,684
4	16,178	16,502	16,825	17,162	17,497	17,849	18,198	18,564	18,926	19,306	19,684	20,472
5	16,825	17,162	17,497	17,849	18,198	18,564	18,926	19,306	19,684	20,078	20,472	21,291
6	17,497	17,849	18,198	18,564	18,926	19,306	19,684	20,078	20,472	20,881	21,291	22,143
7	18,198	18,564	18,926	19,306	19,684	20,078	20,472	20,881	21,291	21,716	22,143	23,028
8	18,926	19,306	19,684	20,078	20,472	20,881	21,291	21,716	22,143	22,585	23,028	23,949
9	19,684	20,078	20,472	20,881	21,291	21,716	22,143	22,585	23,028	23,489	23,949	24,907
10	20,472	20,881	21,291	21,716	22,143	22,585	23,028	23,489	23,949	24,427	24,907	25,903
11	21,291	21,716	22,143	22,585	23,028	23,489	23,949	24,427	24,907	25,404	25,903	26,940
12	22,143	22,585	23,028	23,489	23,949	24,427	24,907	25,404	25,903	26,423	26,940	28,018
13	23,028	23,489	23,949	24,427	24,907	25,404	25,903	26,423	26,940	27,478	28,018	29,140
14	23,949	24,427	24,907	25,404	25,903	26,423	26,940	27,478	28,018	28,578	29,140	30,304
15	24,187	24,672	25,155	25,658	26,162	26,686	27,208	27,754	28,298	28,864	29,430	30,607
16	24,429	24,919	25,408	25,915	26,425	26,953	27,480	28,031	28,581	29,153	29,724	30,913
17	24,674	25,167	25,662	26,174	26,688	27,223	27,756	28,312	28,867	29,445	30,021	31,223
18	24,921	25,419	25,919	26,436	26,955	27,495	28,035	28,595	29,156	29,739	30,321	31,535
19	25,170	25,673	26,178	26,700	27,225	27,770	28,315	28,881	29,448	30,036	30,624	31,850

CLATSOP COMMUNITY COLLEGE
Astoria, Oregon 97103

1986 - 1987

Appendix A-2

EFFECTIVE September 1, 1986

Years	BA	+15	+30	+45	BA+60 Masters	+15	+30	+45	+60	+75	+90	Doctors
1	14,526	14,818	15,107	15,410	15,711	16,025	16,340	16,667	16,993	17,334	17,672	18,380
2	15,107	15,410	15,711	16,025	16,340	16,667	16,993	17,334	17,672	18,027	18,380	19,115
3	15,711	16,025	16,340	16,667	16,993	17,334	17,672	18,027	18,380	18,750	19,115	19,881
4	16,340	16,667	16,993	17,334	17,672	18,027	18,380	18,750	19,115	19,499	19,881	20,677
5	16,993	17,334	17,672	18,027	18,380	18,750	19,115	19,499	19,881	20,279	20,677	21,504
6	17,672	18,027	18,380	18,750	19,115	19,499	19,881	20,279	20,677	21,090	21,504	22,364
7	18,380	18,750	19,115	19,499	19,881	20,279	20,677	21,090	21,504	21,933	22,364	23,258
8	19,115	19,499	19,881	20,279	20,677	21,090	21,504	21,933	22,364	22,811	23,258	24,188
9	19,881	20,279	20,677	21,090	21,504	21,933	22,364	22,811	23,258	23,724	24,188	25,156
10	20,677	21,090	21,504	21,933	22,364	22,811	23,258	23,724	24,188	24,671	25,156	26,162
11	21,504	21,933	22,364	22,811	23,258	23,724	24,188	24,671	25,156	25,658	26,162	27,209
12	22,364	22,811	23,258	23,724	24,188	24,671	25,156	25,658	26,162	26,687	27,209	28,298
13	23,258	23,724	24,188	24,671	25,156	25,658	26,162	26,687	27,209	27,753	28,298	29,431
14	24,188	24,671	25,156	25,658	26,162	26,687	27,209	27,753	28,298	28,864	29,431	30,607
15	24,429	24,919	25,406	25,915	26,424	26,953	27,480	28,031	28,581	29,153	29,724	30,913
16	24,673	25,168	25,662	26,174	26,689	27,223	27,755	28,311	28,867	29,445	30,021	31,222
17	24,921	25,419	25,919	26,436	26,955	27,495	28,034	28,595	29,156	29,739	30,321	31,535
18	25,170	25,673	26,178	26,700	27,225	27,770	28,315	28,881	29,448	30,036	30,624	31,850
19	25,422	25,930	26,440	26,967	27,497	28,048	28,598	29,170	29,742	30,336	30,930	32,168
20	25,676	26,189	26,704	27,237	27,772	28,328	28,884	29,462	30,039	30,639	31,239	32,490

CLATSOP COMMUNITY COLLEGE
Astoria, Oregon 97103
1985 - 1986

Appendix B-1

EFFECTIVE September 1, 1985

Years	BA	+15	+30	+45	BA+60 Masters	+15	+30	+45	+60	+75	+90	Doctors
1	15.09	15.23	15.38	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53	16.70
2	15.23	15.38	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53		
3	15.38	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53			
4	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53				
5	15.68	15.82	15.97	16.11	16.25	16.37	16.53					
6	15.82	15.97	16.11	16.25	16.37	16.53						
7	15.97	16.11	16.25	16.37	16.53							
8	16.11	16.25	16.37	16.53								
9	16.25	16.37	16.53									
10	16.37	16.53										
11	16.53											

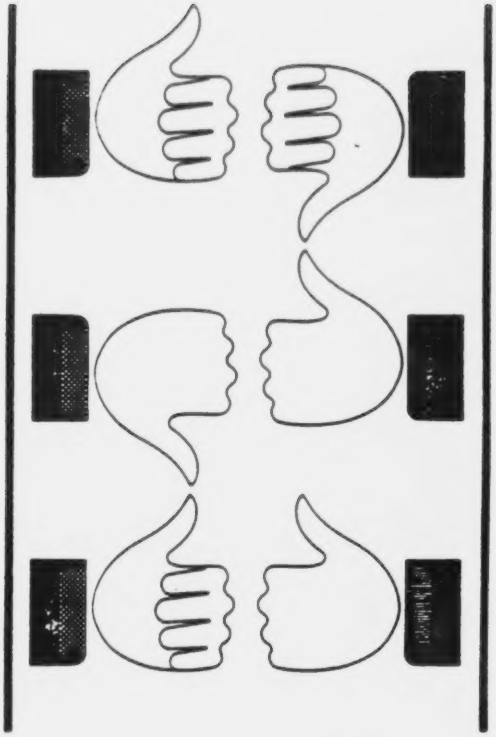
CLATSOP COMMUNITY COLLEGE
Astoria, Oregon 97103

1986 - 1987

Appendix B-2

EFFECTIVE September 1, 1986

Years	BA	+15	+30	+45	BA+60 Masters	+15	+30	+45	+60	+75	+90	Doctors
1	15.23	15.38	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53	16.70	16.87
2	15.38	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53	16.70		
3	15.53	15.68	15.82	15.97	16.11	16.25	16.37	16.53	16.70			
4	15.68	15.82	15.97	16.11	16.25	16.37	16.53	16.70				
5	15.82	15.97	16.11	16.25	16.37	16.53	16.70					
6	15.97	16.11	16.25	16.37	16.53	16.70						
7	16.11	16.25	16.37	16.53	16.70							
8	16.25	16.37	16.53	16.70								
9	16.37	16.53	16.70									
10	16.53	16.70										
11	16.70											



AGREEMENT

AN AGREEMENT
BETWEEN LINN-BENTON COMMUNITY COLLEGE AND
THE LINN-BENTON COMMUNITY COLLEGE FACULTY ASSOCIATION.
EFFECTIVE JULY 1, 1984 TO JUNE 30, 1987.

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PREAMBLE

This Agreement is made and entered into this _________ day of ________________, 198__, by and between the LINN-BENTON COMMUNITY COLLEGE BOARD OF DIRECTORS (hereinafter referred to as the Board) and the LINN-BENTON COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the Association). The intent of this Agreement is to set forth and record herein the sole and full agreement between the parties on those matters pertaining to wages, hours and conditions of employment for faculty members included in the bargaining unit.

ARTICLE 1 - Status of Agreement

A. The Board recognizes the Association as the exclusive collective bargaining representative on wages, hours and conditions of employment for all full-time and half-time or more individually contracted faculty members employed by the Board.

   (1) "Full-time" means the contracted workload for full-time faculty as provided in Article 8.

   (2) "Half-time or more" for members who teach means a member who teaches 24 or more credit hours or equivalent hours as defined in Article 8A per academic year, is available for office hours, and whose workload is not full time. "Half-time or more" for non-teaching members means a member whose assigned activities cover half-time or more of the workload set forth in Article 8B, C and D.

   (3) "Individually contracted" means that full-time and half-time or more faculty members will be employed by the Board based on a properly executed individual contract of employment for a specified academic year; such individual contracts shall be consistent with the terms of this Agreement.

   (4) "Members" and "faculty members" mean members of the bargaining unit as defined above.

   (5) Inclusion in the bargaining unit shall be determined annually.

B. Excluded from the bargaining unit and not subject to the terms of this Agreement are: faculty who do not meet the definitions for inclusion in the bargaining unit; classified employes; supervisory employes; and confidential employes.

C. The Board will individually contract on an academic year basis with all faculty members defined in A(1), (2) and (3) above, and who are recommended in writing by the

President for a full-time or half-time or more workload for the full academic year. If the workload is instructional in nature, the workload must be made up of courses classified as Lower Division Courses (LDC), Complementary Courses in General Education (CCGE), and/or Vocational Preparatory (Voc-Prep). Occupational Supplementary Courses (OSC) will also be included if such courses are required in an approved Associate of Science degree program with the exception of the Apprenticeship Associate of Science degree program.

D. Any faculty who fulfills the definition of section A(2) but works more than 24 or equivalent hours for the college for three consecutive quarters in a single academic year will, commencing with the assignment to a half-time or more workload the following fall quarter, be individually contracted (as defined in A(3) and in accordance with C above) and be placed within the bargaining unit represented by the Association.

E. Faculty members who have been contracted by the college half-time or more but less than full time, when contracted for the next year, will be contracted at a pro rata salary which reflects the instructional assignment of the new contract year.

F. Contracted half-time or more, but less than full-time, faculty members will be entitled to that pro rata portion of the full time insurance benefit which most closely matches their actual workload. The pro rata portion of the insurance benefit will be determined annually and will be based on the estimated average quarterly workload for the current contract year.

G. The Board reserves the right to contract with an individual faculty member when, in the judgment of the Administration, the workload warrants a contractual relationship but the workload does not meet the conditions described in C above. Faculty members so contracted shall be considered as members of the bargaining unit for all purposes of this Agreement.

H. All faculty members who worked for the college half-time or more (as defined in A(2)) and who were individually contracted under the previous Agreement shall remain as members of the collective bargaining unit unless retrenched by the Board according to the conditions set forth in Article 10 of this Agreement.

I. The Administration reserves the right to assign any college approved courses as a part of the normal workload of an individually contracted faculty member judged qualified by the Administration to teach the course with eight (8) weeks' notice except where such notice is not feasible.

J. The Board shall produce two signed copies of the final Agreement for the record. One copy shall be retained by the Board and one copy shall be retained by the Association. The Administration will also provide all members of the bargaining unit with a copy of the Agreement.

ARTICLE 2 - Nondiscrimination

A. The Association and the Board affirm their adherence to the principles of free choice and agree that they shall not discriminate against any faculty member covered by the Agreement because of age, race, religion, sex, national origin, handicap, marital status, political affiliation, sexual preference, domicile, or membership or nonmembership in the Association.

B. The Administration reserves the right to re-assign a family member from an administrative unit within which a relative has supervisory responsibilities if the Administration determines that such responsibilities have a direct adverse effect on the employment conditions of the administrative unit.

ARTICLE 3 - Headings

Any headings preceding the text of the several articles herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 4 - Board Functions

A. The Board, on its own behalf and on behalf of the electors of the LBCC District, hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Oregon. Such powers, rights, authority, duties and responsibilities shall include, but are not limited to:

(1) The exclusive management and administrative control of the college educational and service system and its properties and facilities, except as limited by the terms of this Agreement.

(2) Subject to the provisions of law and this Agreement, the hiring of all members and determination of qualifications and the conditions of their employment or their dismissal, sanction, demotion or promotion and transferring and assignment of all such members.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices shall be limited only by the specific terms of this Agreement and then only to the extent that such specific terms are in conformance with the Constitution and the laws of the State of Oregon. This Agreement shall not be construed to limit in any way the Board's right to contract or subcontract work or to require the Board to continue in existence any of its present programs in their present form and/or location, or on any other basis, provided that where feasible the Board will give prior notice to the Association and will provide a reasonable opportunity to discuss the situation giving rise to the contemplated action and to consider alternative courses of action where members of the bargaining unit would undergo retrenchment as a result of such action.

C. It is recognized by the parties that all rights and prerogatives of the Board which have not been diminished or modified by the terms of this Agreement are expressly retained by the Board on behalf of the citizens of the District. The rights of employees under this Agreement and of the Association shall be limited to those which are provided by the terms of this Agreement and law.

ARTICLE 5 - Negotiation of a Successor Agreement

The parties agree to enter into collective bargaining over a successor Agreement by the second Monday in November prior to the expiration of this Agreement. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE 6 - Interruption of Work

It is recognized by the parties that a continuity of educational services during the term of this Agreement is essential to the interests of the College, students, and the citizens of the District and is of the essence of this Agreement. Therefore, neither the Association nor individuals in the bargaining unit will initiate, cause, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restriction of work during the term of this Agreement. In the event of strike, work stoppage, slowdown, or picketing, the Association agrees to encourage faculty members to return to work immediately. Violation of this provision by individuals in the bargaining unit shall subject such individuals to disciplinary action, including possible permanent replacement or discharge. At the discretion of the Board, such disciplinary action may be taken against all or those primarily responsible. There will be no lockout of faculty members in the unit by the Board as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 7 - Faculty Contracts and Work Schedules

A. Faculty contracts shall be issued for 176 working days. The 176 working day contract will normally be for the period of the academic year; by mutual agreement a faculty member and the Board may agree to a 176 working day contract during any fiscal year provided that the Board reserves the right to assign the 176 working days any time during the fiscal year as deemed necessary by the Board.

B. Salary for full-time members hired for less than 176 days during an academic year will be determined on a pro rata basis. Such members shall be considered members of the bargaining unit for all purposes.

C. The academic year will not exceed nine consecutive months.

D. In the event of a situation beyond the control of the Board which requires the closing of LBCC, the contract year may be extended to compensate for the number of days lost, at the discretion of the Board, and no additional pay in excess of each faculty member's annual base salary will be granted. If an individual faculty member is prevented from commuting to work from residence or place of assignment by an abnormal situation beyond the control of the faculty member (such as flooding, storm or other catastrophe), the member will not suffer a reduction in pay for such absence if the member arranges to make up missed work assignments in a manner satisfactory to the Administration. Faculty members will make every reasonable effort to give advance notice to their supervisor of any condition which they feel might prevent them from working.

E. Notice of the College's intent to hire faculty members for a summer school assignment will be provided by May 15 prior to summer school.

ARTICLE 8 - Workload

A. A full-time teaching faculty workload consists of one hundred seventy-six (176) days of: In-service; student contact teaching (lab and lecture); assigned student-related activities;and self-directed preparatory, evaluation, and/or other professional tasks related to the teaching assignment.

The total hours assigned to student contact teaching and assigned student-related activities shall not normally exceed an average of twenty-six (26) hours per week.

Lecture class hours shall not normally exceed an average of fifteen (15) hours per week, not to exceed 18 hours per quarter. Lab class hours shall not normally exceed an average of twenty-two (22) class hours per week, not to exceed 27 hours per quarter. Instructional assignments consisting of combined lecture/lab classes shall not exceed 15 equivalent hours per week, with one lab hour equal to 15/22 lecture hours.

Assigned student-related activities may include group advising, office hours, administrative appointments to campus committees, and individual advising conducted outside of posted office hours.

The Administration shall have sole and exclusive authority in assignment of student contact teaching and student-related activities.

Self-directed professional tasks related to the teaching assignment shall constitute the remainder of a full-time teaching faculty member's workload. Such self-directed activities shall be limited to those tasks necessary for the faculty member to carry out assigned responsibilities and may include class preparation, assignment evaluation, test evaluation, and fulfillment of approved professional development plans. Outside the normal workload, advising, office hours, and attendance at campus committees are permissible self-directed activities, but shall not be required as self-directed time.

All faculty members may be required to prepare a work plan for use of self-directed time, and may be evaluated on the effectiveness of the use of self-directed time. As professionals, faculty members shall utilize self-directed time in tasks and activities which relate to their position assignment and conform to Board policies.

B. The parties to this Agreement recognize that some instructional program assignments are unique to the extent that activities and time in excess of 26 hours per week may be assigned in order to provide an appropriate educational program and environment. Activities in this category shall be considered unique and may include co-curricular activities, travel time, staff development, community assignments, seminars and workshops, curriculum development, and program advisory committees. Some unique instructional situations may require open lab hours in excess of that specified in Section 8A (e.g., Farrier School, Nursing Assistant, ABE/GED/ESL). Such activities will be considered part of the faculty member's full-time workload. The Administration, after conferring with the faculty member, may assign unique workloads.

C. A full-time contracted member of the faculty who is assigned as a counselor shall be assigned not more than thirty-three (33) hours per week in student contact availability and seven (7) hours self-assigned time.

D. A full-time contracted member of the faculty who is assigned as a library or media specialist, or Cooperative Work Experience, Special Instructional Programs, or has an assignment which does not require student contact shall be scheduled for 35 hours per week of availability at their assigned worksite or other duties specified within their position description and five (5) hours self-assigned time.

E. With prior approval of the Administration, any instructor who spends more than sixty-eight (68) hours per contract year or more than thirty-three (33) per quarter on preventative equipment maintenance may be compensated at noninstruction overload rates.

F. Faculty members teaching an overload within their regular subject matter assignment during the school year or who are employed during summer session to teach within their regular subject matter area shall be compensated from the overload and summer session schedule as outlined in Article 15 of this agreement.

Faculty members teaching an overload or summer session course outside their regular subject matter assignment will be compensated from the salary schedule established by the Board for part-time instructional personnel. Determination of the rate of compensation shall be made prior to the first class meeting.

G. After all regular assignments have been made, including the Division Director's assigned instructional workload, full-time faculty members shall be given first choice on a rotating basis during fall, winter, and spring quarters, to teach overload classes within the department or program to which they are assigned. This first choice option shall be adhered to under the following guidelines:

(1) For 1984-85, faculty members will have first choice for two classes within their regular subject matter area;

(2) For 1985-86, faculty members will have first choice for two classes within their regular subject matter area;

(3) For 1986-87, faculty members will have first choice for one class within their regular subject matter area.

Full-time faculty members shall have first priority for teaching summer session courses in the department to which they are assigned after the Division Director's instructional load is assigned. First priority for summer noncredit instruction shall be limited to fifty (50) total contact hours. Assignment of summer session courses or other summer workload shall be made on a rotating basis determined by the Administration.

H. Except instructors with less than one full year of seniority, the Board shall make reasonable effort to provide adequate advance notice prior to assigning a faculty member to teach a course for which he/she has not previously been approved by the Office of Instruction, but this provision shall not abridge the right of the Board to make work assignments in response to student needs.

I. An instructional faculty member's assigned student-related activites may include one new course development per year, unless the Administration shall determine that other assigned duties create a full-time workload.

In addition, at the request of and with the prior specific written approval of the Administration, a faculty member who develops a course(s) new to the curriculum may be compensated at the rate of not more than ten (10) noninstructional hours for each credit of the new course or by a mutually agreed amount of compensation and/or release time.

The Board shall not be liable for additional compensation beyond the basic contract for (1) new course development voluntarily undertaken, (2) work which is essentially normal revision or updating of a faculty member's course(s), or (3) course or curriculum development performed as a part of a faculty member's primary assignment (as in the case of faculty hired to implement new or revise existing programs).

ARTICLE 9 - Insurance

A. The Board agrees to continue to make monthly contributions toward the purchase of employee benefit insurance coverage. This monthly contribution will be \$160 per month for the 1984-85 contract year, \$185 per month for the 1985-86 contract year, and \$200 per month for the 1986-87 contract year, each amount being effective on July 1 of each year of this contract.

B. Each employee shall be required to participate in the employee coverage for each of the insurance policies covered by the College. In the event that the College's monthly contribution is in excess of the premium requirements for the required programs, the employee may elect to utilize the remainder of the monthly contribution to purchase either family coverages or an annuity. If such annuities are subject to payroll taxes or Public Employee Retirement System contributions, said costs shall be deducted from the College's monthly premium obligation.

C. An insurance committee will continue to set criteria for employee benefit insurance coverage and to convey the consensus of the Committee to the Director of Human Resources or his/her designee for implementation. The Association shall appoint three representatives to serve on the Committee, which may also include equal representation of Classified and Management Associations should they choose to participate. Meeting times, dates, and places are to be determined by the Committee. A chairman will be elected by simple majority vote.

The Director of Human Resources or his/her representative will serve, on behalf of the Board, as an ex officio member of the Committee. The Director will set forth and monitor the legal requirements and time schedules as necessary to ensure legal compliance and continuity of coverage.

The Linn-Benton Community College Board reserves the right to select the insurance carrier(s).

D. During the term of this Agreement a faculty member shall be covered by liability insurance while acting within the scope of his/her duties. Such coverage will be comparable to that currently provided and in force as of June 30, 1984.

ARTICLE 10 - Retrenchment

The Board recognizes that the goal of the institution is that of educational excellence and that the maintenance of a full-time faculty is of paramount importance to the achievement of the institution's objectives.

A. The parties recognize that retrenchment of faculty positions may become necessary as a result of major decline in enrollment, program curtailment and/or elimination of courses as determined by the Board.

B. Recognizing that the possibility of retrenchment affects morale and that high morale and commitment of faculty is desirable to the institution, the Board shall make every effort to inform the Association as early as possible of impending retrenchments and/or new positions. Those faculty members affected by potential retrenchment will be encouraged to make themselves qualified for new positions through professional development monies.

C. When, in the opinion of the Board, retrenchment may be forthcoming, the Board or its designee will meet and discuss the circumstances necessitating retrenchment with representatives of the Association prior to implementing such retrenchment. Such meeting will provide opportunity for input from the Association regarding possible alternatives to the action.

D. When retrenchment is to be implemented, the affected faculty and the Association shall be notified by the administration in writing by March 15 of the then current year with the retrenchment to be effective with the beginning of the following academic year. In the event of budget failures or major loss of state income the March 15 date will not apply and retrenchment will occur at the end of the term during which the written notification is given or 45 calendar days from the date the notification is given, whichever is greater.

E. Retrenchment of academic or vocational disciplines shall be deemed necessary if it is demonstrated that certain conditions prevail. Appropriate retrenchment of entire programs or of portions of programs shall follow a procedure that determines the effect on LBCC's ability to provide quality academic and occupational education to the community and shall consider such factors as inadequate financial resources and low student enrollment. Additional factors suggested by the Board, the administration, or the faculty, such as cost effectiveness and projected labor market information, may also be considered.

F. If retrenchment is implemented, the affected faculty member(s) and the Association shall be notified in writing, to include a list of the member(s) to be retrenched. Retrenchment shall be made as circumstances require provided that the following order shall be utilized within the department in which retrenchment is to occur:

(1) The order of retrenchment shall be:

   (a) faculty members not in the bargaining unit,

   (b) full-time faculty members who are on probation (as provided in Article 20),

    (c) half-time or more but less than full-time members in the bargaining unit,

    (d) full-time faculty members who are on trial service status,

    (e) full-time faculty not affected by the provisions above.

(2) Temporary faculty members hired as replacements for less than a 176 day term or to fill positions vacant because of approved leave of absence shall not be entitled to the job protection provisions of this agreement (Articles 10 and 20), unless they have been selected to permanently fill the position vacancy they occupy.

(3) Persons employed by the Board whose direct compensation is provided for by federal, state, or private foundation funds or grants and whose anticipated duration of employment is normally for one year or less shall not be subject to the protection of this article.

(4) With respect to (1)(e) above, the order of retrenchment within the affected department shall be determined by the Board using the criteria of demonstrated job performance first and seniority second. Demonstrated job performance shall be determined by evaluation (as provided in Article 20a). Seniority shall mean the total length of continuous employment within the College as a contracted faculty member as provided in Article 1.

(5) Prior to retrenching any faculty member, the College will attempt to find other equivalent professional employment for which the affected faculty member would be qualified.

G. When retrenchment is implemented the following shall occur:

(1) The Board shall provide each retrenched faculty member with outplacement counseling in order to enhance opportunities for re-employment.

(2) The Board shall continue the level of medical insurance benefits for the faculty member (as per this agreement) for a period of six (6) months for 1984-85, six (6) months for 1985-86, and nine (9) months for 1986-87, or until the faculty member accepts re-employment, whichever occurs first.

(3) The Administration will institute a recall list which, when implemented, will insure that retrenched

faculty members who have recall rights (5 below) will be offered re-employment in the reverse order of the retrenchment for positions for which they are qualified. In the event of the recalling of a position or the reopening of an eliminated position, the Administration shall notify the retrenched members in writing of such by certified mail, return receipt requested, mailed to the faculty address of record. The faculty member shall have 15 calendar days upon receipt of the Administration notice to give an acceptance or rejection of such recalled or reopened position. In the event that the member does not accept such position within the 15 calendar day limit or rejects the position offered, then the position shall be deemed open and the Administration may fill it from the next retrenched faculty member on the recall list. If no qualified member remains on the recall list for a position, then that position shall be deemed open for persons not on the recall list.

(4) The recalled faculty member shall be entitled to reinstatement of accumulated seniority (as defined above and in this Agreement) and unused sick leave (both as on record at the time of placement on recall) upon the date of re-employment.

(5) Only faculty members who are retrenched or faculty who have received written notice of potential retrenchment who terminate their employment at the College as a result of such notice, and who meet the definitions in F(1), (b), (c), (d), or (e) shall be given recall rights within their area of previous employment or other area for which they may be qualified or have become qualified through this Article and Agreement. All other faculty members retrenched in accordance with this Article 10 shall not have recall rights. Recall rights shall be effective for 12 consecutive months for the first two years of this Agreement (1984-85, 1985-86) and 15 consecutive months for the 1986-87 academic year (beginning from the date of the retrenchment of the affected faculty member).

(6) Faculty or other persons retrenched who meet the definitions in F(1)(a), F(2), or F(3) shall have no right to appeal such retrenchment(s) through this Agreement. All other faculty members retrenched must utilize the grievance procedure of this Agreement before resorting to any other appeal process to contest arbitrary or capricious actions taken by the Board and/or the Administration under the provisions of this Article; however, such a grievance shall be initiated at Step 3 and shall conform to all requirements therein.

ARTICLE 11 - Initial Placement and Salary

A. The appropriate salary step for initial placement for new full-time faculty members hired during the duration of this agreement will be determined by (1) performance competence estimated from prior experience in a position comparable to the opening at LBCC, plus (2) the total number of point credits assigned for subject matter competence in accordance with the following:

(1) Performance Competence: Salary credit for prior experience as a faculty member, librarian, counselor, or coordinator will be given only if the experience is directly comparable to the job duties and workload of the open position at LBCC. (This may include experience as a librarian or counselor in other than school situations and occupational experience such as a training supervisor for an apprentice program.)

TO A TOTAL MAXIMUM OF 12 POINTS: Two points will be granted for the initial year of comparable experience. One point per year to a total of five will be granted for the next five years of comparable experience. Points granted for comparable experience for seven years or more will be at the rate of one-half point per year. A maximum of 12 points may be granted for comparable experience.

(2) Subject Matter Competence:

TO A TOTAL MAXIMUM OF 12 POINTS (2 per year): (a) Educational Attainment: (1) Formal academic training (quarter system); years attainment=credit hrs/45. (2 per year maximum). *(2) Special technical training (quarter system); year's attainment=45 credit hours or 680 contact hours when credit hours are not available. (2 per year maximum).

TO A TOTAL MAXIMUM OF 12 POINTS (2 per year): (b) Technical work experience: Two points will be granted for the initial year of comparable technical work experience. One point per year will be granted for the next five years of comparable technical work experience. Points granted for comparable technical work experience for seven or more years will be at the rate of one-half point per year. A maximum of 12 points may be granted for comparable technical work experience.

TO A TOTAL MAXIMUM OF 2 POINTS (1 each maximum):
*(c) Cards, journeyman status, certificates, degrees (only masters or doctors), licenses, etc., relevant to the subject area of the open faculty position (when point credit has not been assigned under a or b). Association memberships (i.e., O.V.A., A.H.E.A., etc.) are not eligible.

*B. The appropriate administrator may consult with someone in the appropriate subject area in order to evaluate the relevance of special technical training, technical work experience, cards, certificates and licenses, etc., to the subject matter requirements of the open faculty position.

C. After total points are computed, round to the nearest whole number.

D. Any grievance concerning initial placement must commence during the first sixty (60) working days of the faculty member's initial contract period.

E. The initial salary placement schedule listed below will be in effect accordingly:

1984-85

Salary Step	Point Credits	Initial Salary
1	10 & under	$17,333
2	11-12	$18,040
3	13-14	$18,747
4	15-16	$19,457
5	17-18	$20,162
6	19-20	$20,871
7	21-22	$21,576
8	23-24	$22,286
9	25 & over	$22,993

1985-86

Salary Step	Point Credits	Initial Salary
1	10 & under	$17,680
2	11-12	$18,401
3	13-14	$19,122
4	15-16	$19,846
5	17-18	$20,565
6	19-20	$21,288
7	21-22	$22,008
8	23-24	$22,732
9	25 & over	$23,453

1986-87

Salary Step	Point Credits	Initial Salary
1	10 & under	$18,034
2	11-12	$18,769
3	13-14	$19,504
4	15-16	$20,243
5	17-18	$20,963
6	19-20	$21,714
7	21-22	$22,448
8	23-24	$23,187
9	25 & over	$23,922

F. Where feasible a faculty member as well as the department chairperson from the appropriate department shall be consulted in the selection of prospective permanent members of the bargaining unit for that department.

ARTICLE 12 - Association Security

A. Faculty members may have regular monthly dues to the Association deducted from their paychecks by so indicating on the form provided by the Board with the member's first annual employment contract. Such deductions will continue until the faculty member notifies the Vice President of Business Affairs in writing that the deduction is to be changed or discontinued. All dues so collected shall be paid in the aggregate each month to the treasurer of the Association.

B. Any faculty member who has not requested dues deducted under A. above or who has not certified in writing to the Vice President of Business Affairs that he/she has paid his/her dues directly to the Association shall be subject to an in-lieu-of dues representation fee equal to the regular dues amount minus any social, political or other fees not designated as attributable to collective bargaining as provided for in ORS 243.650(10) and (16).

C. If the provisions of this Article are contrary to the bona fide religious tenets or teachings of a church or religious body to which a faculty member belongs, such member shall so notify the Vice President of Business Affairs and shall pay an amount equal to the in-lieu-of dues representation fee to a nonreligious charity or to another charitable organization mutually agreed upon by the faculty member and the Association. Such member shall notify the Vice President of Business Affairs that agreement has been reached.

D. The Association shall certify in writing to the Board that a majority of the members of the bargaining unit have approved the provisions of B above.

E. The Association agrees to cooperate with and assist the Board and the Administration upon request in the defense of any actions the Board takes in the performance of its obligations under this Article. No grievances shall be allowed over the provisions of B above. -

F. All notice requirements under this Article shall be in writing.

ARTICLE 13 - Funding

A. The parties recognize that revenue needed to operate the college's educational and service programs and its facilities and operations are subject to established budget procedures and, in certain circumstances, to voter approval of levy amounts or of property tax limitation measures. The Board agrees to include in any proposed budget or levy amounts necessary to reflect the level of salary and benefits provided in this agreement. The parties recognize, however, that the Board does not guarantee passage of any such levy necessary for any particular level of employment in the bargaining unit.

B. In the event of a revenue reduction (making it impossible to operate with current (faculty) staffing levels) due to a final levy defeat, a significant decline of state funds, a significant decline in student enrollment, or a property tax limitation, and when these funds are not replaced in some other manner, all salary and benefit provisions of this contract shall be subject to reopening on ten (10) days written notice of either party. In such event, negotiations will commence within ten (10) days following such notice, and salary and benefit levels shall be maintained for a thirty (30) day renegotiation period commencing with the date of such notice or for a longer period by mutual agreement. The Board agrees to discuss alternatives to staff and salary reductions during negotiations.

C. Absent agreement during the renegotiation period, the parties agree to submit unresolved issues of salary and benefits to final and binding arbitration by an arbitrator chosen from a panel of seven (7) names supplied by the Office of the State Conciliator. Such arbitration shall be on the basis of a choice between the last best offer submitted as a package by the Board and the last best offer submitted as a package by the Association not more than ten (10) days prior to the arbitration hearing without deviation by the arbitrator as to the package or any component thereof submitted by either party. The cost of such arbitration, exclusive of council and witness fees, shall be borne mutually by both parties.

ARTICLE 14 - Severability

If any provision of this Agreement is held to be invalid by the operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE 15 - Faculty Salaries

A. The Board shall pay each faculty member in the bargaining unit who has received a satisfactory or better evaluation and is to be contracted for the succeeding year an increase for each subsequent 176 day contracted work year. Faculty members not meeting this criterion shall receive pro rata salary increases for the balance of the contract year effective the day following their receipt of a satisfactory or better evaluation. This increase shall be applied to each faculty member's prior year base salary, provided that the faculty member's assignments and responsibilities remain the same, and the dollar amount for each faculty member meeting the evaluation criterion will be computed as follows:

(1) For 1984-85 - Each member's 1983-84 base salary will be increased by $1,000.

(2) For 1985-86 - Each member's 1984-85 base salary will be increased by a flat dollar amount which will be equal to 5% of the average 1984-85 base salary of those contracted faculty members who are also contracted for the 1985-86 contract year (the salaries of newly-contracted 1985-86 faculty members and the salaries of faculty members on leave in 1985-86 will not be utilized in the computation of the average 1984-85 base salary).

(3) For 1986-87 - Each member's 1985-86 base salary will be increased by a flat dollar amount which will be equal to at least 5% of the average 1985-86 base salary of those contracted faculty members who are also contracted for the 1986-87 contract year (the salaries of newly-contracted 1986-87 faculty members and the salaries of faculty members who are on leave in 1986-87 will not be utilized in the computation of the average 1985-86 base salary). In the event that the Portland CPI-W for the year ending July 1986 has increased more than 5%, the salary adjustment will also include an additional percentage which is equal to 50% of the amount by

which the Portland CPI-W exceeds 5%; provided, however, that the total salary percentage increase shall not exceed 6%.

B. Increases will be adjusted proportionately for less than a full 176 days' contract and/or less than a full-time contracted workload.

C. For each contract year, the annual base salary is that individual's contract amount which results when a member's previous year's base salary is increased as specified in 15A above. Annual base salary specifically excludes overload compensation, summer term pay, and adjustment for department chairperson duties.

D. Placement and compensation for summer work and overloads for members of the bargaining unit shall be in accordance with the following schedule:

Year*	1984-85	1985-86	1986-87
	CREDIT HOUR RATE		
0	330	347	**
1	346	363	**
2	363	381	**
3	382	401	**
4	403	423	**
5	425	446	**
	CONTACT HOUR RATE		
0	22.42	23.54	**
1	23.54	24.72	**
2	24.71	25.95	**
3	26.18	27.49	**
4	27.71	29.10	**
5	29.40	30.87	**
	HOURLY RATE		
0	12.37	12.99	**
1	12.98	13.63	**
2	13.62	14.30	**
3	14.29	15.00	**
4	15.03	15.78	**
5	15.83	16.62	**

* Years are computed as number of years of full-time (or equivalent) professional employment completed at LBCC.

** 1986-87 rates will be increased from the 1985-86 rates by the same percentage factor as faculty salaries, per article 15A(3).

E. The Board agrees to continue to voluntarily "pick up" each individually contracted faculty member's contribution to the Oregon Public Employes Retirement System as provided by Oregon Statute.

ARTICLE 16 - Association Rights

A. Upon request, the Board will make its public records, as defined in Oregon law, available to the Association.

B. The Association will be permitted to use the premises of the College for regular legal Association activities. The Association will schedule use of facilities through the established College scheduling procedures and agrees that such use of premises shall not take priority over normal uses or interfere with the operations of the College.

C. In compliance with this Article, the Board shall not require reimbursement from the Association for heat, light, power, maintenance or other normal "overhead" costs for scheduled usage. The Association will reimburse the Board for: (1) supplies, (2) materials, or (3) services which require payment by the Board to a third party. Exclusive use and location of office space will be on a space-available basis as determined by the educational or other needs of the College and student body. Every effort will be made to make space available.

D. If the District and Association agree that quality of instruction for these classes will be guaranteed, the District agrees to release the Faculty President from one three-credit class (or the equivalent thereof) per year with an option for the Faculty Association to buy out two additional classes at the President's contracted salary rate.

ARTICLE 17 - Copyrights and Patents

A. Subject to applicable state and federal statutes, the parties to this Agreement agree that the ownership of materials, processes, and/or inventions and the right to copyright or patent the same shall be determined in the following manner:

   (1) If the material, process, or invention has been developed solely by and at the expense of a faculty member and if no instructional resources have been used, ownership shall vest in the faculty member.

(2) If the material, process or invention has been developed solely through the use of College resources (including faculty contract time), ownership shall vest in the College.

(3) If the material, process, or invention is to be developed through the use of the resources of both faculty member and the College, then a written agreement is to be developed stating the share of ownership belonging to the parties.

ARTICLE 18 - Professional Development

A. The purpose of Professional Development is to benefit faculty members and the District by providing the opportunity for eligible faculty members to secure additional education, training, and/or experiences that will enhance their competencies to carry out their college duties while adding to the instructional quality of the District.

B. Professional Development activities may include workshops, seminars, travel, additional educational coursework, research or projects, work experience programs, or any other such form of professional development activity which is related to the faculty member's instructional area and/or which would be of direct benefit to the educational program and the quality of instruction for which the instructor is or will be responsible.

C. The amount of money to be allocated for faculty professional development will be determined by multiplying the number of contracted faculty members employed by LBCC during the prior year by: $275 for 1984-85, $300 for 1985-86, and $325 for 1986-87.

Monies for this purpose not expended in a fiscal year shall be rebudgeted into this category for the succeeding fiscal year.

D. Each applicant shall file a formal application for Professional Development as per the guidelines as established by the Professional Development committee. The application shall state the individual's objectives, the means to attain them, and the expected benefit to the College.

E. All applications will be reviewed by the Professional Development Committee appointed by the College President. All members of the Committee shall be members of the faculty bargaining unit, except the Committee will also include one ex officio member from the Human Resources Department. The Committee shall consider each applicant's proposal and its potential for providing specific benefits to the district and its students. The Committee will also review these proposals for consistency with the College's staff development plan, goals and priorities. After a review of all applications, the Committee will recommend to the College President a course of action for each proposal.

F. A faculty member who has been granted professional development monies may be required by the Professional Development Committee to agree in writing to return for at least three academic quarters of service for the District or repay all funds received. All Professional Development grants must be approved by the College President.

G. Faculty members returning from approved professional development leave will be entitled to restoration of all seniority credits and sick leave accrued prior to the first day of leave.

H. Where applicable, a faculty member may request that medical/dental benefits be included as part of the Professional Development request.

I. There may be Professional Development activities that might appropriately require extended periods of time to accomplish. These activities might include, but not be limited to, learning new methodologies related to the faculty member's instructional area, specific research or creative efforts related to the instructional area, enrollment in studies to complete the requirements for a related degree or certificate, or to prepare a new course. Each year the college will provide up to three (3) $10,000.00 extended educational leave grants, plus medical insurance during these grants, in addition to the monies described in subsection C of this article. A faculty member granted an extended educational leave grant must agree in writing to return for at least two years of service for the District. Otherwise, all leave funds the staff member received from the District must be repaid in full.

ARTICLE 19 - Tuition Waiver

The Board agrees to waive tuition for any faculty member or dependents for a total of three LBCC courses per term:

A. The faculty member only may register for one course as a regular student if the class is outside normal workload hours.

B. With the exception of the course in section A above the courses will be taken on a space available basis.

C. Additional courses may be taken at no tuition cost if the supervisor assigns them to the faculty member to enhance their professional skills.

D. All decisions regarding availability of space rests solely with the District.

ARTICLE 20 - Evaluation, Discipline and Retention

A. Evaluation

(1) The Administration will evaluate all faculty members at least annually in writing no later than the eighth week of Spring term. Additional evaluations may be done in individual cases at the discretion of the Administration or on request of a faculty member. Evaluations will not be conducted or applied in a capricious or arbitrary manner. Evaluations will be done to analyze a faculty member's performance, to measure that performance against standards set by the Administration, and, if warranted, evaluations will be utilized to assist the faculty member to achieve or exceed satisfactory levels of performance.

(2) Evaluation will be by student assessment when appropriate (exceptions might be librarian, media specialist) and will include, but not be limited to, at least three of the following methods:

Written evaluation by supervisor
Self-evaluation
"Customer" evaluation
Classroom visitation
Discussion between supervisor and employee
Peer evaluation
Stated objectives, achievement
Video tape replay

(3) Student assessments shall be distributed and collected by a disinterested person appointed by the division director and no later than two weeks before the end of the term.

(4) Evaluations, letters, reprimands and other documents not pertaining to initial employment may be permanently removed from the personnel file upon written request from the faculty member to the appropriate Vice President.

B. Discipline

(1) Recognizing that faculty members need to and will strive to adhere to the highest ethical and professional standards of performance and conduct, the Administration and/or the Board shall impose discipline on faculty members only after a finding of cause by the Administration.

(2) Discipline will be progressive in application commencing at such point as may be reasonably determined by the Administration based upon the severity of the faculty member's action or inaction warranting discipline.

(3) Discipline shall include only the following, but may not be administered in such order depending upon the severity of the action or inaction in question: verbal warning, written warning, written reprimand, probation, continuation on trial service status, suspension with or without pay pending further action, return to trial service status, and termination.

(4) In addition to the provisions of B.(1)-(3), the following shall apply if the discipline to be imposed is probation:

(a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support a decision for probation.

(b) Documentation to support a finding of cause shall include as a minimum:

(i) a written statement of the grounds for the probation;

(ii) a finding that the affected faculty member was notified in writing of the grounds for the probation;

(iii) a statement regarding a plan of action to remedy the condition(s) or performance problems was developed and discussed with the faculty member. Such a plan of action shall include a statement of how the Administration will evaluate the expected change(s) of condition or performance and a timeline by which the expected change(s) are to be accomplished by the faculty member;

(iv) A finding that the faculty member has not corrected such unsatisfactory condition or performance, according to the plan of action in (iii) above.

(5) In addition to the provisions of B.(1)-(3), the following shall apply if the discipline to be imposed is termination:

(a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support a decision for such termination.

(b) That documentation, except in cases in which the Administration determines immediate action other than as provided for below is necessary to protect the interests of the College, shall include as a minimum:

(i) a written statement of the grounds for the termination;

(ii) a finding that the affected faculty member was notified in writing of the grounds for the termination;

(iii) a finding that adequate time was available to the faculty member to correct the unsatisfactory condition or performance;

(iv) a finding that the faculty member has not or will not correct such unsatisfactory condition or performance.

(6) In addition to the provision of B.(1)-(3), the following shall apply if the discipline to be imposed is return to trial service status:

(a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support the return to trial service status as an alternative to termination.

(b) Cause shall include as a minimum:

(i) a written statement of the grounds for return to trial service status;

(ii) a finding that the affected faculty member was notified in writing of the grounds for return to trial service status;

(iii) a finding that adequate time was available to correct the unsatisfactory condition or performance.

(iv) a finding that the faculty member has not corrected such unsatisfactory condition or performance.

(c) A faculty member who has been returned to trial service status will have one (1) year, or such lesser period of time but not less than 90 calendar days as determined reasonable by the Administration, to correct the condition or performance.

(d) A finding that the faculty member has not or will not correct such unsatisfactory condition in the time period specified by (c) above will lead to nonrenewal or termination at the discretion of the Board and such nonrenewal or termination will not be subject to the grievance procedure.

(7) In addition to the provision of B.(1)-(3), the following shall apply if the discipline to be imposed is continuation on trial service status:

(a) The appropriate administrator, in consultation with the immediate supervisor, will determine if cause exists to support the continuation on trial service status.

(b) Cause shall include as a minimum:

(i) a written statement of the grounds for continuation on trial service status;

(ii) a finding that the affected faculty member was notified in writing of the grounds for continuation on trial service status;

(iii) a finding that adequate time was available to correct the unsatisfactory condition or performance.

(iv) a finding that the faculty member has not corrected such unsatisfactory condition or performance.

(c) A faculty member who has been continued on trial service status following the first three years of continuous employment will have one year to correct the condition or performance.

(d) A finding that the faculty member continued on trial service status has not or will not correct such unsatisfactory condition or performance in the time period specified by (c) above will lead to nonrenewal, and this nonrenewal will not be subject to the grievance procedure. Termination (at a time other than the end of a contract year) of a faculty member continued on trial service status will follow the procedure outlined in B. (5) above.

(8) Except in the case of nonrenewal while on continuation of trial service status or in the case of nonrenewal or termination while on return to trial service status, a faculty member who has been subject to disciplinary action as provided for in this Article, may appeal that discipline through the grievance procedure of this Agreement. The faculty member must utilize the grievance procedure before resorting to any other appeal or adjudication process available to him/her outside of this Agreement. Failure to first use the grievance procedure shall waive the faculty member's right to the grievance procedure.

C. Retention

(1) The Board shall give written notice by March 15 of each year to all faculty in its employ of their employment status for the following school year. The faculty member must notify the Board in writing on or before April 1 of his/her intent to accept or reject the renewal. The names of nonrenewed faculty will be forwarded to the Faculty Association.

(2) For the first three (3) years of continuous employment (trial service period) or during any other period of trial service status, the renewal or nonrenewal of a faculty member's annual contract shall be at the sole discretion of the Board. Faculty members shall have the full protection afforded by Article 20B except in the case of nonrenewal while on continuation of trial service status or in the case of nonrenewal or termination while on return to trial service status.

(3) Annual contract renewal or nonrenewal decisions of faculty members on trial service during the first three (3) years of continuous employment are not subject to the grievance procedure of this Agreement.

(4) A faculty member who has been formally notified of a Board decision not to renew his/her annual contract may make a written request to the College President for an informal meeting with the Board to discuss the nonrenewal decision. If such a written request is received, the Board, or a committee thereof, will set a time and place to meet in executive session with the faculty member for such a discussion. An Association representative may attend the discussion if so desired by the member.

(5) The nonrenewal of the contract of a faculty member having three (3) or more years of continuous full-time employment shall be in compliance with the standards and protection afforded to faculty members under Article 20B.

(6) The President of the College will notify faculty members in writing of the Board's decisions regarding renewal or nonrenewal of annual contracts. Copies of such notifications shall be sent at the same time to the Faculty Association.

(7) Faculty members shall not have any property right in their employment relationship with the Board other than what may be conferred by this Agreement or by law. Nothing in this Agreement will be construed as conferring tenure in any form.

ARTICLE 21 - Grievance Procedure

A. Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances as herein defined. A determined effort shall be made by the Board, the Administration, the grievant and the Association to settle grievances at the lowest possible level in this procedure. There shall be no suspension of work or interference with the operations of the College. Meetings or discussions involving grievances in these procedures shall not interfere with faculty duties or classroom instruction. It is expressly agreed that the Association shall have the right to terminate a grievance at any step beyond Step 1 when the Association determines in good faith that the grievance should not be prosecuted.

B. Definitions

(1) Grievance: An alleged violation of a specific provision of this Agreement.

(2) Grievant: A member or members of the bargaining unit who claim to be harmed or directly affected by an alleged violation of a specific term of this Agreement.

(3) Days: Regular college business or working days.

C. Time Limits

(1) The time limits herein shall be binding on all parties unless waived or extended by written mutual agreement between the grievant and the Administration. In cases where a grievance will be initiated or processed during a period in which the grievant would not normally be actively employed, the grievant and the College may, by written mutual agreement, extend or modify the time limits herein as is appropriate. Both parties agree to act in good faith in extending or modifying time limits.

(2) If a grievant fails to initiate his/her grievance within the time specified herein, the grievance shall be deemed waived.

(3) If a grievant fails to process his/her grievance according to the time limits set herein, the grievance shall be resolved in accordance with the response of the Administration at the preceding step.

(4) If the Administration fails to adhere to the time limits set herein, the grievance automatically advances to the next step.

(5) The grievant shall discuss the grievance informally with his/her supervisor within 20 days from the occurrence of the grievance or 20 days from the grievant's first knowledge of the grievance or from the date the grievant reasonably should have known of the grievance. If the grievant is unable to physically comply with the above 20-day limit because of illness or injury, the grievant shall have two extra days (for a total of 22) in which to initate the grievance. Informal discussion of the alleged grievance in a timely manner under this provision shall be a condition precedent to the filing of a written grievance under Step 1 herein.

D. Grievance Process

Step 1

If the matter remains unresolved under (5) above, the grievant shall submit a written grievance to the supervisor within 30 days following the occurrence of the grievance or 30 days from the grievant's first knowledge of the grievance or the date on which the grievant reasonably should have known of the grievance. The grievance statement shall be submitted on a form provided by the Association and shall contain: (1) a statement of the grievance and relevant facts; (2) the management action or inaction which violated the Agreement; (3) the specific provisions of the Agreement alleged violated; and (4) the remedies sought by the grievant which would resolve the grievance. Any grievance to be filed under this procedure must be submitted to and approved by the Association prior to filing. The Association shall so signify by signature of the Association president, or representative, and the Association shall at that point become a party to the grievance. The grievant may be accompanied by an Association representative in presenting the grievance statement. The supervisor shall respond in writing to the grievant within six days; a copy of his/her response shall also go to the Association.

Step 2

If the grievance remains unresolved, the grievant shall submit the grievance statement to the next level of supervision within 10 days from receipt of the supervisor's response. The next level of supervision shall meet with the grievant within 10 days after receipt of the grievance and shall give a written response to the grievant within 10 days thereafter. The grievant may be assisted by a representative of the Association at any such meeting.

Step 3

If the grievance remains unresolved, the grievant shall submit the grievance statement to the President within 10 days from receipt of the response specified in Step 2. The President or his/her representative shall give a written response to the grievant within 10 days after receipt of the grievance statement. By mutual agreement, a meeting may be held between the grievant and the President in which event the time limit for response shall be 10 days from such meeting. If a meeting is held the grievant may be assisted by a representative of the Association.

Step 4

Grievances not settled in Step 3 of the grievance procedure may be appealed to arbitration provided written notice of a request for arbitration is made to the President or his representative within 10 days of receipt of the answer in Step 3. When a timely request has been made for arbitration, the parties to this Agreement or their designated representatives shall attempt to select an impartial arbitrator. Failing to do so, they shall within 10 days of the request for arbitration jointly request the Oregon State Conciliation Service in Salem, Oregon, to submit a list of five arbitrators. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining name shall act as the arbitrator. The arbitrator shall schedule a hearing and, after hearing such evidence as the parties desire to submit to support or deny the grievance statement, shall render a written decision and opinion within 30 calendar days following the close of the hearing. The arbitrator shall have no power to substitute his/her judgment for that of the Board in any matter not specifically contracted away by the Board in this Agreement. A decision and opinion of the arbitrator shall, within the scope of his/her authority, be binding upon all parties.

E. Miscellaneous

(1) The Board and the Association will share equally in the joint costs of the arbitration procedure, such as the fee and expense of the arbitrator and the cost of the hearing room.

(2) There shall be no restraint, interference, discrimination or reprisal exerted over any faculty member choosing to use these procedures.

(3) All documents, communications and records of a grievance will be retained on file by the College as long as the affected faculty member remains an employee and for a period of two years after termination of his/her employment.

(4) Each party shall be responsible for its own witness and counsel fees and the cost of a copy of the transcript, if ordered.

(5) The Association may initiate a written grievance involving an alleged violation of Article 12 or 16. Any such grievance shall be initiated at Step 3 within 10 days following occurrence or Association knowledge of the occurrence giving rise to the alleged grievance. Any such grievance shall be on the form specified in Step 1 and shall comply with the requirements of Step 1. The parties agree that this procedure shall be exclusive.

(6) Once a grievance is filed under Step 1, the Association shall be considered as exercising ultimate control over and responsibility for the grievance and shall be considered as the grievant under each step of this grievance procedure. A grievance which affects more than one bargaining unit member may be filed by an individual faculty member who is adversely affected on behalf of other faculty members who are similarly situated. In such event all such grievants shall be identified in the grievance which is filed at Step 1 hereof and shall be bound by the outcome of the grievance.

ARTICLE 22 - Academic Freedom

Institutions of higher education are conducted for the common good and not to further the interest of either the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to the purpose of an institution of higher education and is applied to both teaching and research. The manifestations of academic freedom are found in the free search for truth and its free exposition. Faculty members are entitled to the freedom to present their subject in the classroom, but they shall not introduce into their teaching controversial matters having no relationship to their subject and the approved course outline. Within the education process, an open atmosphere will exist to permit freedom of thought, intellectual exploration, and exchange of ideas. The future of the community, state and nation depends upon a continuing strong educational system which is based upon the highest principles of academic freedom.

A. Faculty members shall have the responsibility to present their courses in the manner deemed appropriate for those courses.

B. Faculty members will initially select the appropriate textbooks and other instructional or informational materials for their subjects or areas of concern. When necessary, the administration shall have final authority in the selection of textbooks, alternate textbooks and other instructional or informational materials.

C. Faculty members shall maintain the first right and responsibility to determine grades and other evaluations of students. This shall not abridge students' rights to appeal grades through the proper procedures.

D. The personal life of a faculty member is generally not a concern of the institution except to the extent it affects the faculty member's ability to perform contractual duties. College faculty members are citizens, members of a learned profession and members of a particular institution. When speaking as an individual or citizen, faculty members should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. Hence the expectation is that faculty members should be accurate, will exercise appropriate restraint, show respect for the opinions of others and shall make every effort to indicate that they are not speaking for the institution.

E. Faculty members may initiate activities and events which enhance the image of the college as an active member of the community and take an active leadership role in addressing contemporary issues.

ARTICLE 23 - Department Chairpersons

A. The College will maintain a written point system for determining compensation for department chairpersons or for fauclty members responsible for coordination, supervision, and other duties associated in the past with department chairpersons. The purpose of the point system criteria will be to provide consistent compensation placement for that responsibility throughout the campus.

B. Representatives of the faculty may advise the Administration on the point system criteria. The Faculty Association may initiate a review and/or revision of the criteria and point system for determining compensation. Such review shall provide faculty access to background and support information, opportunity to present and have considered faculty positions in written and/or oral form.

C. The immediate supervisor will submit the explanation of placement on the point system which shall be in writing to the faculty member during the term(s) for which the responsibility is assigned.

D. Compensation will be from $800 to $2000 for 1984-85, $900 to $2100 for 1985-86, and $1000 to $2200 for 1986-87.

E. The college will provide the Association with a copy of the point system for determining compensation no later than the fourth week of Fall term.

ARTICLE 24 - Sick Leave

A. DEFINITION

Sick leave is an employee benefit. Faculty on 176-day contracts will accrue ten days of sick leave per school year. Faculty members who are contracted in excess of 176 days shall receive an added day of sick leave for each additional month in the school year. Unused sick leave can accrue on an unlimited basis and one-half of unused sick leave can be applied to retirement.

B. TEACHING FACULTY

Should a faculty member be absent from his/her teaching responsibility, the responsibility to provide coverage falls on the administrator of that division. In the event it is impossible to find someone qualified to step in, the class may be adjourned for those days of the faculty member's absence, and the faculty member will be charged for sick leave.

A qualified faculty member may be asked to substitute for an absent faculty member. The administrator in charge of that work unit must make the final judgment regarding the advisability of exchanges. Such exchanges shall not exceed three contract days per year. An absent faculty member whose classes are being covered by a qualified faculty member will not be charged sick leave for these three days of absence. If a faculty member is ill and misses part of his or her assigned teaching responsibility for that contract day and it is not possible to find a colleague to step in, the faculty member would be charged with sick leave on a pro rata basis. After a three contract day absence, it will become the responsibility of the administrator to find a qualified substitute who can provide continuity for the class(es).

Under some circumstances the three-day limit may be extended should the "fill-in faculty member(s)" be willing to continue on with overload pay, and in the event that there is not a qualified substitute readily available within that area, the absent faculty member will be charged for sick leave.

C. COMBINATION OR NONTEACHING ASSIGNMENTS

Where a faculty member has a combination of teaching and nonteaching assignment, the rule for coverage will apply only to that portion of the job that would be defined as a teaching assignment. For other assignments such as counselor, librarian and other nonteaching responsibilities, the regular hourly week policy shall apply. The Administration may permit the substitution of additional hours or other assignment within the week in lieu of sick leave charge.

ARTICLE 25 - Extended Leave of Absence

A. A faculty member who has served for five (5) years or equivalent of continuous full-time service shall, upon approval, be granted an extended leave of absence without pay for a period of time of up to one year. A faculty member who has served for ten (10) years or equivalent of continuous full-time service shall, upon approval, be granted an extended leave of absence without pay for a period of time of up to two years. Requests for such leaves shall be made to the President at least 90 days in advance of the commencement of the leave. No request for extended leave shall unreasonably be denied.

B. Sick leave and seniority rights shall be retained but not accrued during the leave period. Faculty members will return to employment in the college in the same or equivalent position as that held prior to the leave.

C. Faculty members shall receive no pay or benefits from the college during the leave, but shall have the option of remaining in the college insurance plan group by reimbursing the college in advance on a monthly basis for insurance fees.

D. If an extended leave of absence is undertaken for an approved educational purpose, a returning faculty member shall be placed at the salary level which would have been attained had the faculty member not been on leave. If an extended leave of absence is taken for reasons other than an approved educational purpose, and the faculty member returns in a different contract year than the contract year in which the leave commenced, the returning faculty member shall be placed at a salary level equivalent to the last base salary received plus any scheduled increase for the contract year in which the faculty member returns.

ARTICLE 26 - Personnel Files

A. A faculty member's personnel file shall be maintained under the control of the Director of Human Resources. Such files will be used only in accordance with Oregon laws pertaining to public employee personnel records.

B. A faculty member shall have the right, per Oregon law, to review, upon request, the contents of his/her personnel file. A representative of the Association may, at the faculty member's request, accompany him/her in this review.

C. An employee's supervisor may add information to the personnel files at any time. The employee shall be required to initial all data prior to its inclusion with the understanding that such signature merely signifies that such materials have been read and does not necessarily indicate agreement with its contents. Any materials placed in the personnel file shall be placed there within fifteen (15) working days from the time of the employee's signature. Any written response of the faculty member shall be entered into the file within fifteen (15) working days of its presentation to the Director of Human Resources.

D. Any personnel records which have been used to evaluate the faculty member will be maintained in the personnel file.

ARTICLE 27 - Term of Agreement

A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of wages, hours and conditions of employment, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing agreement between the parties.

B. This Agreement shall be effective as of July 1, 1984, shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through June 30, 1987.

ARTICLE 28 - Executive Signatures

Executed this [illegible] day of [illegible], 198[illegible], at Albany, Oregon, by the undersigned officers by the authority of and on behalf of Linn-Benton Community College Board of Directors and the Linn-Benton Community College Faculty Association.

FOR THE ASSOCIATION

FOR THE BOARD

MT. HOOD

COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH FACULTY MEMBERS

September 1, 1985 - August 31, 1988

MT. HOOD COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH FACULTY MEMBERS

September 1, 1985 - August 31, 1988

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MT. HOOD COMMUNITY COLLEGE DISTRICT

AGREEMENT WITH FACULTY MEMBERS

PREAMBLE

This agreement made by and between the Board of Education of Mt. Hood Community College District, 26000 SE Stark Street, Gresham, Oregon, herein referred to as the "Board" or "District" and the Mt. Hood Community College Faculty Association, herein referred to as the "Association."

The intent of this agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for faculty members included in the bargaining unit.

ARTICLE 1

RECOGNITION

A. The Association recognizes the Board as the statutory governing authority for Mt. Hood Community College.

B. The Board hereby recognizes Mt. Hood Community College Faculty Association as the sole exclusive bargaining agent with respect to wages, hours, benefits, working conditions, and other conditions of employment for all faculty members in the unit as defined in this agreement and now set forth:

1. All faculty with instructional, counseling, or librarian duties, or who are on board-approved leaves, that have a fifty percent (50%) workload within three (3) terms in any fiscal year. A full-time workload is defined in Articles 10 and 11.

2. All faculty who meet the criteria of B.1, above, and who are hired on a terminal contract to fill a budgeted position for one (1) year.

   a. Terminal contracts for faculty positions will only be used under the following conditions:

      1) The position is temporarily vacated by a faculty member on leave or temporarily on another College assignment.

      2) The position is vacated during the normal service period for that particular position.

      3) Circumstances are such that the regular recruitment and selection process cannot be reasonable accomplished (less than two and one-half [2 1/2] months and/or no acceptable applicants).

      4) The position is required for the first year of a new or innovative program.

      5) Any part-time instructor whose workload is twenty-two and one-half (22 1/2) ILC's or more in any three (3) terms of a fiscal year or thirty (30) ILCs in a fiscal year shall be issued a terminal contract for that year. If the workload exceeds twenty-seven (27) or thirty-five (35) ILCs as the case may be, the faculty member will be issued a terminal contract for one (1) additional year.

b. Terminal contracts may be renewed at the discretion of the College only if they are being used for a position which is temporarily vacated by a faculty member on leave or temporarily on another College assignment. An individual originally hired under a terminal contract shall have that time applied toward the satisfaction of the probation time required for tenure in accordance with the provisions of Appendix D, Section A, if rehired on a regular probationary contract.

c. The reason(s) for a terminal appointment shall be stated in writing in the contract. At the discretion of the College, terminal employment may be terminated at the end of the contract without review under the terms of this agreement.

3. All faculty who meet the criteria of B.1 and who are on special contract or grant funds which are entirely or largely funded by sources other than local taxes, tuition and state FTE appropriations and which have not been established by the Board as permanent college programs.

These faculty members shall have all the rights and obligations of a faculty member, except those limitations imposed by the granting or contracting agencies, and as specifically noted in other provision(s) in this agreement. The employment contract and position is subject to termination or reduction at any time that the funding for the program as described above is terminated or reduced, without review under the provisions of this agreement and without further payment into the program by the College. If such a termination should occur, an employee with four (4)years service in the faculty bargaining unit shall be offered, if available, an open position for which the employe is qualified. The first year in the new position cannot be used as the last year of probationary status. If there are no open positions, then the employe shall have layoff rights and status as defined in Article 23, Section H. It is understood this status includes no bumping privileges. When appropriate under the contract or grant guidelines, the College agrees to apply for adequate contract or grant funds to insure full compliance with this agreement. Faculty members who are initally hired on special contracts or grants will be subject to the regular faculty recruitment and selection process for available district-funded positions.

C. All other employees who do not meet the above requirements or conditions are not recognized by the Board and are excluded from any rights or oblications that exist under this agreement.

D. The College shall not reclassify a faculty member to a position not included in the bargaining unit.

ARTICLE 2

HEADINGS

Headings are used as identifying matter only, for aid in location of the subject matter or reference; headings will have no substantive or independent significance.

ARTICLE 3

BOARD-ASSOCIATION RELATIONSHIP

A. Cooperation Pledge

Both parties recognize the responsibility imposed upon the Association as the exclusive bargaining agent for faculty members, and realize that in order to provide maximum opportunities for continuing employment, good working conditions, and better wages, the College must be in a strong position. It must maintain a comparable tuition, a comprehensive approach to all programs, a flexible approach to scheduling programs, an innovative thrust in program development. This must be accomplished with the lowest possible comparative costs which are consistent with other comparable community college labor practices.

Each further agrees to promote and maintain a reasonable retention rate of students from quarter to quarter and to strengthen the goodwill between the Board, the management, the faculty, the students, and the community that the district serves.

Both parties agree to assist each other's effort to assure that provisions of the contract are met. This implies that either party will take appropriate action to meet the provisions of the agreement when brought to their attention.

The Board and any agents or representatives of the Board and the Association and any agents or representative of the Association shall not discriminate, intimidate, or coerce any person who is representing the Board or the Association, or who is a member of the Board or the Association or who is a member of the staff or who is a student.

B. Notification

1. The Association president shall be notified, in a reasonable time, when a formal grievance is filed.
2. The personnel director shall notify the Association president, within a reasonable time of any and all impending administrative actions which affect the faculty member in one or more of the following areas:

a. Discipline.
b. Salary non-advancement.
c. Change in area assignment.
d. Other impending decisions involving the application of the terms and conditions of this agreement which may lead to a, b, or c.

ARTICLE 4

ASSOCIATION BENEFITS

In order to implement the cooperation pledge as set forth in the agreement, the Board agrees to the following:

A. Office Space and Use

1. The Board agrees to rent to the Association rooms 2330, 2331, 2332, and 2333 for office space. This office will have lights, heat and one telephone. Rooms 2330, 2331, and 2333 will be used jointly with other employe associations if other associations so desire.
2. Rent shall be ten ($10) dollars per month.
3. The Association will pay one-third (1/3) of the line charge for use of the telephone and all long distance calls authorized by the Association.

B. Office Equipment and Furniture

1. The Board agrees to rent office equipment and furniture to the Association. The Association agrees to repair and/or replace any equipment or furniture damaged which is rented by the Association.
2. This will include adequate furniture for the needs of the Association as determined by mutual agreement of the parties.
3. Rent shall be five ($5) dollars per month.

C. Use of Facilities and Equipment

The Association shall have the same rights as other interested groups to use or rent the facilities and equipment of the College. However, regular Association meetings may be held on campus without charge.

D. Association President Released Time

The Board agrees to release the Association president from his/her contracted duties for a total of twenty-five (25) percent of the Association president's basic contract assignment.

1. The Association president shall use this released time for working with the District Board and College president on college matters.

2. The Association and/or president agree not to misuse this released time and, if misuse is proven and not corrected, then this condition of the agreement shall be declared void.

E. Dues Check-off

1. Upon receipt of a lawfully written authorization from a full-time, dues-paying faculty member, which may not be revoked during the period of the agreement, the Board agrees to deduct the regular monthly Association dues of such faculty members from their pay, and remit such deductions to the official designated in writing by the Association. The Association shall notify the Board's agent, in writing, of the exact amount of such regular membership dues which are to be deducted.

2. The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken by the College under the provisions of this section.

F. Fair-Share Agreement

1. Both parties agree to a fair-share agreement and, in accordance with such, it is understood that each faculty member who is a member of the bargaining unit shall be liable to contribute to the Association, as representative costs, an amount equivalent to such assessments paid by the members of the Association from the compensation of each of said faculty members so covered by this agreement.

2. A faculty member may object to said payments on the grounds of teachings of a church or religious body. The member then will be required to inform the Board and the Association of his/her objection. The faculty member will meet with the Association president and the College business manager and establish a mutually satisfactory arrangement for distribution of an amount of money equivalent to regular Association assessments to a non-religious charity.

G. Association Security

1. Faculty members have the right to join the Association, but membership in the Association shall not be required as a condition of employment.

2. The Board will inform all newly employed faculty at the time of their employment who the Association president is, where the Faculty Association office is located, and will make a reasonable attempt to arrange a meeting with the Association president within two (2) weeks after the new member reports for work.

ARTICLE 5

BOARD PREROGATIVES

A. It is the intention hereof that all of the rights, powers, prerogatives, and authorities that the Board had prior to the signing of the agreement are retained by the Board except those specifically abridged, delegated, granted or modified by this agreement.

B. It is agreed between the parties that the Board has all the customary and usual rights, powers, functions, and authority of management.

C. The Board shall have the sole right, at its own discretion, unless otherwise expressly provided by the terms and conditions of this agreement, to do the following:

Section 1: To determine the number of faculty members to be employed in each department or division, and classes to be scheduled in the College as a whole.

Section 2: To establish, change, or modify board policies and college regulations except those in conflict with the agreement, in which case a change can only be effected by mutual agreement with the Faculty Association senate.

Section 3: To increase or diminish, change or discontinue operations, programs, courses, and classes in whole or in part.

Section 4: To hire, suspend, discharge, promote, demote, transfer, and discipline members.

Section 5: To determine and direct members in their duties.

Section 6: To discharge any member at any time for cause in accordance with provisions set forth in board policies, college regulations, and statutes, or as stated in this agreement.

Section 7: To lay off members at any time for financial or justifiable reasons.

Section 8: To authorize temporary work, or part-time instruction not connected with the regular operation of the College, to be performed by any outside person, firm or corporation whatsoever, selected by the College therefore.

Section 9: To judge the efficiency, competency, and adequacy of all faculty members in their performance of their assigned work.

Section 10: To increase or change the content or substance of any assignment, provided such change does not thereby make the assignment more than a reasonable full-time assignment. The Association shall have the right under the grievance procedure to question whether any such changed or increased job assignment has become more than a reasonable full-time job.

Section 11: To establish grading policies and courses of instruction and to provide for co-curricular, extracurricular, and community service programs for students and citizens, all as deemed necessary or advisable by the Board.

Section 12: To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written board policy or as the same may from time to time be amended.

Section 13: To determine class schedules, non-classroom assignments, the hours of instruction, the load hours, and the duties, responsibilities, and assignments of those in the bargaining unit.

Section 14: To maintain executive management and administrative control of the College District and its properties and facilities.

Section 15: To determine the financial policies of the District including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

Section 16: To determine the management, supervisory or administrative organization of each school or facility in the system and the selection of faculty for promotion to supervisory, management or administrative positions.

Section 17: To determine safety, health and property protection measures where legal responsibility of the Board or other government unit is involved.

D. Nothing in this agreement shall limit in any way the district's contracting or subcontracting of work, or shall require the district to continue in existence any of its present programs in its present form and/or location or on any other basis.

ARTICLE 6

INDIVIDUAL FACULTY MEMBER RIGHTS

This section is intended as an in-house college statement, and if the rights stated hereinafter are violated, the member will have proper recourse through established committees and review processes.

A. Professional Rights

1. A member has the right to a clear statement of duties, accountability, and the roles for which the member is responsible.

2. A member has the right to carry out assigned duties without interference, disruption, or personal harassment.

3. A member has the right to be protected from any prejudicial or capricious administrative evaluation, action, or review.

4. A member has the right to leave an institution in good standing in accordance with the agreement of employment.

5. A member has the right to a fair dismissal proceeding.

6. A member has the right to participate freely in the exercise of the member's prerogatives without interference or personal harassment.

B. Freedom in the Performance of Professional Duties

1. A member has the right to academic freedom: to make inquiry and to express his/her personal opinion, even when dissenting, on any questions as long as he/she makes it evident that he/she is speaking for himself/herself and not the College.

2. A member has the right to have kept confidential his/her personal beliefs, religious beliefs and political associations.

3. A member has the right to protection from libel, indecency, undocumented allegations, attacks on personal integrity, techniques of harassment, and innuendo.

4. A member has the right to have a clearly defined means to participate in the formulation and application of institutional policy.

C. Freedom Outside the Performance of Professional Duties

1. A member has the right to free speech, assembly, and petition.

2. A member has the right to protection from double jeopardy.

3. A member has the right to privacy for himself/herself and family, free from harassment, intimidation, or threat.

4. A member has all the rights of a private citizen and the private life of a faculty member shall not be utilized by the Board in matters related to the performance of his duties.

5. A member has a right to express a personal opinion as a citizen on any question as long as the member does not represent his/her views as those of the College.

D. Freedom of Due Process

1. A faculty member has the right to due process in evaluation proceedings.

2. A faculty member has the right to due process in discipline, dismissal, termination, or reduction-in-force proceedings as listed in this agreement.

ARTICLE 7

FACULTY RIGHTS

A. To Provide Input and/or Advice

It is expected that faculty provide input and/or advice into the following processes:

1. The process of selection of a new faculty member.
2. The process of selection of an area manager.
3. The determination of grading policies.
4. The determination of entrance and exit requirement of courses and programs.
5. The determination of the content of curriculum and courses.
6. The decision to grant or withhold tenure.
7. The process of enforcing a professional code of ethics.
8. The determination of academic standards.
9. The determination of classroom materials.

This is not an exclusive listing of areas for input and advice. The Association members may be asked collectively or individually to provide input for other decisions or studies.

In cases where no process exists or has been established a timeline for faculty input into the processes will be defined by the management after conferring with the Association representatives. Association or individual input and/or advice which do not meet the required timelines will be considered as waivers of the right to provide input or advice.

B. Right to Determine Grades

A faculty member shall have the sole right to determine the grades of students enrolled in his/her classes within the grading policies of the College. An exception may be made only if the faculty member is incapacitated, deceased, no longer employed by the college, or unavailable for an extended period of time. Such exceptions must have the approval of the faculty member's immediate supervisor and the vice president.

ARTICLE 8

PERSONNEL PRACTICES

A. Personnel File

1. Upon request, a faculty member may review and copy any material from his/her cumulative personnel file which is the only official file. Nothing may be removed from this file, except for the purpose of copying, unless such materials are to be used for faculty member's personal use or in any litigation procedure or arbitration hearing. All requests for such use are to be made to the personnel director.

2. The personnel office will maintain a personnel file log, which will record the date and purpose of perusal of any faculty member's personnel file, and the person perusing. It will also record the removal and return dates of any personnel file, the person removing the personnel file, and the purpose of the removal and use.

3. The personnel file for each faculty member should contain the following:

   a. Initial application
   b. Salary History
   c. Evaluations
   * d. Grievances and resolutions
   e. Commendations
   * f. Reprimands
   g. Responses
   h. Notices
   i. Folder log
   * j. Formal complaints and solutions

   * These documents will be individually sealed within the file and only the faculty member, the college president or his/her designee, personnel managers, or a member of the faculty member's chain of command will have access to these items.

4. The faculty member has the right to respond or answer any document in his/her personnel file.

5. The personnel office will notify a faculty member when additional material is placed in his/her personnel file unless there is reason to assume the faculty member has been already notified.

6. Access to personnel files will be as follows:

   a. The president or his/her designee, and the personnel staff will have access to all files at any time.

   b. President's Council members will have access to files of personnel who are directly or indirectly under their supervision.

   c. Immediate supervisor will have access to files of faculty members who are under their direct supervision.

   d. Instructional services specialist to the vice president, as authorized by the vice president, will have access to the faculty member's personnel file information to determine which courses the person is qualified to teach.

7. Entries to the personnel file will be dated and shall identify the submitting party.

8. The personnel file shall not be used as a source of information which is voluntarily released by the college to any individual or institution other than those authorized by this document without the written permission of the faculty member involved.

9. The faculty member may expunge detrimental material after it has existed in the folder for five (5) years, except material which is presently involved in disciplinary hearings or pending litigation.

B. Information for Group Benefit Expiration

The personnel director will provide referral information about group benefit conversion options thirty (30) days prior to the expiration of group insurance programs or before the faculty member's retirement date.

C. Notices of Termination or Non-Renewal

The Board agrees to send notices of termination or non-renewal by March 15. If said notice is not sent by said date, then each faculty member has a renewed contract, except for terminal one-year contracts. The reduction-in-force notices take precedence over this provision.

D. Notices

The personnel office will notify the Association of all vacancies or new positions in the College District.

ARTICLE 9

CONDITIONS OF EMPLOYMENT

A. Basic Service Period

The basic service period for all faculty members shall be a one hundred eighty (180) day work year.

B. Contract Days

The basic contract for members for each contract year shall be for one hundred eighty (180) days, consisting of teaching days, holidays, and non-teaching professional days. Such contract days shall be scheduled on weekdays, Monday through Friday, except where other days are mutually agreed to or are traditionally utilized because of the nature of the work assignment. The College will provide a work calendar.

C. Supplemental Contract

The Board may contract extra days beyond the one hundred eighty (180) day basic contract to faculty members when such assignments are deemed necessary by the Board and when the faculty member accepts the additional days. A faculty member may request a job description for his/her auxiliary assignment.

D. Rate of Pay

1. The daily rate of pay is determined by dividing a faculty member's annual basic contract amount by one hundred eighty (180). This daily rate of pay shall be used in determining the pay rate for lost or extra contracted days of work.

2. The ILC rate of pay is determined by diving a faculty member's annual basic contract amount by forty-five (45).

E. Paid Holidays

A faculty member is eligible for paid holidays that fall within any term that the faculty member works fifty (50) percent of the service days as part of his/her basic service contract.

Fall Term
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas

Winter Term
New Year's Day
President's Day

Spring Term
Memorial Day

Summer Term
Independence Day

If a faculty member is contracted to work either the college working day before or the college working day after Labor Day, then it will be a paid holiday. Should a holiday increase the faculty member's service period, the faculty member's salary will be increased on a pro rata basis.

F. Attendance

1. Each faculty member will report his/her non-attendance to the register holder or supervisor.

2. Each faculty member shall sign or initial the attendance report at least monthly in order to verify the accuracy of the report. The register holder will make the attendance report available for signature during the first five (5) working days of each month following the month of service.

3. The Board agrees to provide an attendance report form which can reflect the non-attendance of faculty accurately, using codes, such as:

   S - Sick leave
   B - Bereavement
   C - Conference
   L - Leave without pay
   J - Jury duty
   H - Holiday
   CM - Comprehensive leave
   E - Emergency leave

4. The immediate supervisor will have the responsibility to attempt to make arrangements so that the faculty member's classes are covered during his/her absence. However, each faculty member who has advance knowledge of an upcoming absence will work with his/her immediate supervisor to arrange class coverage in order to provide maximum learning opportunities for his/her students. The faculty member does not have the option of paying a substitute instructor.

G. Office Use

Assigned office, labs, and equipment will be used by faculty members only for instructional preparation, correction of papers, office hours, and other professional activities related to his/her employment at MHCC.

H. Private Gain

Faculty members shall not use their college working hours, office, phones, or other privileges for private gain, excluding those activities directly related to his/her professional employment at MHCC.

I. Maintenance of Materials, Facilities, and Equipment

Faculty members will share responsibility with other college staff for college materials, facilities, and equipment. Faculty members will be accountable to report promptly to their supervisor losses of materials and equipment for which they are responsible. The College will provide reasonable support to the faculty members in this effort.

J. Safety

1. A faculty member should be safe from actual harm to his/her physical safety in order to adequately perform his/her duties. To this end the College will provide on-campus public safety services. In the event a threat is made against a member while in the performance of his/her duties, or a work area is not in compliance with safety requirements, the member shall promptly notify the College Safety Officer or the office of public safety.

2. The College will exercise, to the best of its abilities under the circumstances, the authority and responsibility to protect, curtail, control, and prevent injury to any parties so involved.

3. The Association agrees that faculty members will comply with all safety requirements, including federal, state, and college, and will cooperate with college management in meeting all such compliances.

4. A faculty member will be subject to disciplinary action, including dismissal, for failure to follow safety procedures prescribed by the District, or willfully or negligently creating unsafe or hazardous working conditions.

K. College Closure

Both parties agree that there are two (2) basic college closures, as determined by the College, and the parties will adhere to the following procedures:

1. Total closure

The college president, or his representative, will make the decision to close the College totally. Notice of total closure will be given to the faculty member either by written memo or radio announcement. If a total closure results due to foul weather or any other reason, pay will continue. If such closure continues for more than three (3) consecutive working days, the faculty member agrees to work any days prescribed by the College as "make-up" days.

2. Temporary closure

Either through radio announcements, oral or written notices, faculty members may be advised that the College will not open until a certain specified time or will be temporarily closed for a short period of time due to circumstances beyond the control of college administration. In this case, all faculty will be expected to be on duty at the redesignated opening time. Exceptions may be made by the personnel director.

L. Faculty Parking

Parking shall be provided for all faculty members at no cost to the faculty member.

M. Civil Proceedings

Faculty members will be named as additional insured on the College's liability insurance policy while performing duties within the scope of their professional assignment. Legal service to the faculty member will be as provided by the insurance carrier.

N. Copyrights and Patents

1. The ownership of any materials, processes, or inventions developed solely by a faculty member's individual effort, time and expense shall vest in the faculty member and be copyrighted or patented, if at all, in his/her name.

2. The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

3. In those instances where materials, processes or inventions are produced by a faculty member with college support, by way of use of significant personal time, facilities, or other college resources, the ownership of the materials, processes, or inventions shall vest in (and be copyrighted or patented, if at all, by) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

O. Faculty members should expect to teach at least one (1) evening class section per year. On a day following a night class, the faculty member will not be required to work prior to 9:00 a.m. On the day of an evening class, a faculty member will not be assigned a class before 10:30 a.m. These conditions may be changed by mutual consent between the faculty member and his/her immediate supervisor. Such mutual consent is not required if conditions are altered to satisfy the staffing needs of the College during implementation of the reduction in staff article of this agreement. If a faculty member has a classroom assignment is separated (from start to conclusion) by more than ten (10) hours and includes an evening class, he/she shall be paid round trip mileage from his/her home not to exceed forty (40) miles or actual in-district mileage whichever is greater.

P. Full-time faculty members who are required to perform assigned duties at a secondary teaching location and are unable to use college-owned or leased vehicles, will be reimbursed at the college's prevailing mileage rate for travel from the site of primary work assignment. Reinbursement shall include round-trip costs if the faculty member's assignment requires the return to the usual work place on the same day; or it may include one-way mileage which is required to fulfill duties at a secondary location.

Q. Short-Term Training

1. Faculty may volunteer to present MHCC workshops, seminars, and other short-term programs which supplement but do not compete with the College's regular program.
2. Such assignments shall be outside the faculty member's regular workload.
3. Remuneration will be determined on an individual case-by-case basis.
4. The Faculty Association president shall be provided a copy of all contracts.

ARTICLE 10

PROFESSIONAL DUTIES

It is the duty of a faculty member to strive to develop his/her professional capabilities to the highest possible degree. It is at the same time his/her duty as a teacher to attend regularly his/her assigned classes and to participate with his/her students in the educational process. It is understood that these dual concerns, professional growth, and educating students, are of equal importance and that neither one can properly be understood to subserve the other. The faculty member shares responsibility for the academic growth and excellence of the College. Faculty members fulfill this responsibility by participation in committee structures, by developing curriculum, and by advising students. They assure, furthermore, the academic quality of the institution and its curriculum through their own professional development and in their participation in the total educational program of the College.

A. Professional Day

As the Board recognizes the flexibility of course offerings and the required time needed for preparation, the members each recognize that they have a duty, with authorized exceptions:

1. To meet each class scheduled.
2. To prepare adequately for each class.
3. To fulfill the scheduled contact time allotted.
4. To be involved in professional activity related to his/her contracted responsibilities at a District teaching location or other approved site during each duty day (an exception may be made by the immediate supervisor).
5. To professionally assist other members.
6. To develop professionally through study and other professional growth activities.
7. To cooperate professionally with the College staff.
8. To work in a professional manner with community service goals.

B. Professional Preparation

Each member has the professional responsibility to prepare satisfactorily in order to meet his/her students' educational needs and any related assignments to his/her work.

C. Professional Duties and Responsibilities

1. Each member will make himself/herself available for individual employment related conferences with his/her area manager, or other staff conferences when necessary or requested.

2. Each faculty member shall be present for student consultation, guidance, or assistance during regular registration periods scheduled during his/her service calendar.

3. Each faculty member shall be present on campus or other approved site for all professional duties and obligations, including classes, division meetings, faculty meetings called by the College president, and student conference hours. Each faculty member shall schedule a minimum of eight (8) hours for student conferences per week and post said hours and location outside his/her door. A maximum of three (3) of these office hours may be by appointment only and so designated on the posted schedule(s). Exceptions to this requirement based on a typical student contact requirement or special needed assignments may be approved by the appropriate administrator as determined by the College president. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member.

4. Duties of faculty members during the end-of-quarter period shall consist of final examinations, grading, recording of grades, submitting a complete grade report to the office of admissions and records, as specified, as well as other duties assigned by the area manager. The final day of exam week will be considered a comp day for those faculty who have completed all of the required duties of the final examination week and where no bonafide need exists for an office hour.

D. Faculty Inservice

1. Faculty members will participate in all inservice activities designated by the College within the one hundred eighty (180) day basic contract. Any inservice days required over one hundred eighty (180) days will be paid on a pro rata basis for the individuals who are requested to participate. However, faculty members who request and are given approval for conferences, workshops, etc., which are held on non-service days will not be paid for such days except as indicated in D.2.

2. A faculty member may request an exchange of up to two (2) of the designated inservice days. The inservice exchange days must be taken from the designated inservice period and applied to a specific program and date during the basic contract period. However, such exchange dates cannot fall on a normal working day. It must be specified on a Saturday, Sunday, or other non-service day. The faculty member must request prior to the start of the designated inservice period the exchange by writing to his/her area manager specifying the dates, activities, and educational value of the inservice exchange days. This exchange request shall not be interpreted to limit the faculty member's right to attend the program; the request is made for the sole purpose of seeking approval of the exchange.

   If the area manager approves the request, he/she must then forward the request to the appropriate dean. The appropriate dean will have final approval of the request and, upon such final approval, will inform the personnel office as to the inservice exchange dates.

ARTICLE 11

WORKLOAD

A. Workload

1. The Board and Association agree that faculty members have a right to a fair and equitable annual workload. The basic contract workload shall be forty-five (45) instructional load credits (ILC). A faculty member may be contracted to provide an instructional assignment without ILC computation by mutual consent.

2. The average FTE students/FTE instructors ratio at the College shall be an overall average of twenty-five to one (25:1).

3. Current load practices will continue in force during this contract subject to the provisions of Appendix A, which is attached.

4. Each faculty member will work with his/her immediate supervisor to develop a fair and equitable teaching assignment for each term. A fair and equitable assignment includes the number of preparations as compared within the division and program.

5. Faculty members shall not have more than three (3) lecture preparations nor more than five (5) total preparations in one (1) quarter, except where it would be detrimental to the students, the program, or the faculty member's achieving a full work load.

6. The faculty member's supervisor will make a reasonable effort to assign a fair and equitable advising load as compared within the division and program.

B. Underload

1. Underload is defined as less than forty-five (45) ILCs per member's basic contract.

2. No faculty member with a full-time contract will receive less than the contracted salary for an underload, unless he/she refuses to teach a class which would bring him/her up to the basic contract workload. Faculty members whose loads would fall below forty-five (45) ILCs may be assigned special underload professional assignments in the spring quarter by the dean in order to reach the expected forty-five (45) ILCs, unless the faculty member cannot qualify for special professional assignments.

C. Low Enrolled Classes

1. Any lecture class with fewer than twelve (12) students or laboratory class with fewer than nine (9) students may be continued with a prorated ILC rate of 0.0833 for lecture classes or 0.1111 for laboratory classes times the number of students, times the number of ILCs assigned to the class with normal enrollment. The maximum ILCs to be assigned by this process is the normal ILC load for the class.

2. Whenever possible, low enrolled classes will be distributed equally to all members of a department.

D. Work Year

1. If there are not enough class offerings in a department during the regular academic year, but a full load would exist under a three (3) term non-traditional work year, then the instructor shall be assigned summer session as part of his/her basic contract. Any employee may be assigned a three (3) term non-traditional work year for other reasons.

2. If no instructor volunteers for a non-traditional schedule, the College will assign the least senior qualified instructor.

E. Workload Review

1. A faculty member who believes his/her workload to be excessive for any reason may request an administrative review. Such review shall be completed within a reasonable period of time and a written summary with recommendations shall be furnished to the employee and the Association.

2. This process and decisions resulting from its use are not grievable.

ARTICLE 12

EXTRA TEACHING ASSIGNMENTS

A. Extra Teaching During Basic Contract Period

1. A faculty member who teaches more than forty-five (45) ILCs during his/her basic contract period shall be paid for such extra teaching, provided that he/she taught a full load (forty-five [45] ILCs) the previous basic contract period. In cases when a full load was not taught the previous year, extra teaching will be defined as more than ninety (90) ILCs for the two (2) consecutive basic contract periods. Extra teaching during the basic contract period shall be paid at seventy-five percent (75%) of each individual's ILC rate of pay for his/her salary level and step. However, the minimum rate per ILC shall be three hundred eighty dollars ($380).

2. A faculty member shall not be permitted to teach more than nine (9) ILCs of extra teaching in any basic contract period.

3. Each faculty member will notify his/her area manager of his/her desire for an extra teaching assignment ninety (90) calendar days prior to the start of the term during which he/she desires such assignment.

4. After the assignment needs of the division, including administrative teaching assignments, have been met, the remaining assignments will be offered first to faculty members who have indicated a desire for extra teaching and who are qualified to perform such assignments. Equitable and fair distribution practices will prevail with regard to assignment of class sections. In cases where two (2) or more people desire the same available class section as an extra teaching assignment, the faculty member with the most college seniority will be offered that assignment first. A faculty member with the next highest seniority will be offered the second assignment and so forth, until all faculty who desire extra teaching have received an assignment. If any extra teaching assignments remain, then the process shall be repeated.

5. Any exception to the maximum teaching assignments stated in 2. of this section will be based upon special program consideration and must have written approval of the dean.

6. Payments for extra teaching during the basic contract period will be made in the June paychecks.

7. The provisions of Article 9, Sections O. and P., do not apply to faculty members who are performing an extra teaching assignment, with the exception that such faculty members are still expected to teach at least one (1) evening class section per year as part of their regular assignment.

B. Summer Session Teaching Assignments

1. The Board will determine whether there will be a summer session or not. Upon approval, assignments will be offered.

2. The summer session pay rate will be at eighty-five percent (85%) of each individual's ILC rate of pay for his/her salary level and step. However, the minimum rate per ILC shall be three hundred eighty dollars ($380).

3. The management shall determine which classes shall be continued. Normally, summer classes are expected to be cost-covering.

4. If a class is cancelled, the faculty member will be compensated at the hourly rate of twenty dollars ($20) for each class hour met.

5. Each faculty member will notify his/her area manager of his/her desire for a summer session teaching assignment by the end of winter quarter.

6. After area managers have set their own required teaching load, the assignments will be offered first to faculty members based on the needs of the District and with consideration of an equitable and fair distribution of summer loads to those District employees who request summer session teaching assignments.

   a. In order to ensure an equitable distribution of summer session teaching assignments, no faculty member or area manager will be assigned more than six (6) ILCs in the total summer session if another faculty member or area manager, who is qualified to teach a particular course, requests an instructional assignment. In cases where two (2) or more faculty desire the same available summer session assignment, the person with the most college seniority will prevail.

b. The maximum summer session teaching assignment for instructors with basic assignments of less than 210 days, is:

   1) Three classes in a five-week session, the total of which is 9 ILCs or less; and/or

   2) A maximum of 18 ILCs in the total summer session.

c. The maximum summer session teaching assignment for faculty with basic assignments of 210 days or more is:

   1) Two classes in one of the five-week sessions, the total of which is 9 ILCs or less.

d. Any exceptions to the maximum summer session teaching assignments will be based upon special program consideration and must have written approval of the dean.

e. Summer session teaching assignments will be made according to the following priorities:

   1) The area manager to meet his/her teaching assignment.

   2) Faculty members who have contracted assignments of 210 days or less and have no summer session teaching assignment.

   3) Faculty members who have contracted assignments of more than 210 days.

   4) Managers who are not area managers.

   5) Area managers and faculty members who have had a partial summer session teaching assignment, in compliance with a, b, c.

ARTICLE 13

INDIVIDUAL CONTRACTS

A. The Board agrees that:

1. Each faculty member shall receive an individual contract which is consistent with this agreement.

2. Each individual contract must specify the division or areas to which the faculty member will be assigned during the length of the contract.

3. Service days for a faculty member must be specified on the faculty member's contract.

4. Each member assigned to regular, extracurricular, and/or co-curricular duties for which compensation is offered may request a job description of the duties to be performed.

5. Each faculty member shall also receive a copy of the Mt. Hood Community College District agreement with the Faculty Association. The cost and distribution of such shall be borne by the Board.

B. The Association agrees that:

1. Each faculty member must have his/her signed contract in the personnel office by the date specified on the contract or twenty (20) days after the date of mailing, whichever is later. Each faculty member is responsible to have a current mailing address on file with the personnel office and when necessary to register with personnel a temporary mailing address for the purpose of receiving the contract. Failure to comply with the above acceptance requirements could be cause for termination of the faculty member's contract.

2. Faculty members may be transferred for the ensuing year to a different division by the college administration if notice is given to the faculty member by March 15. This provision excludes any reorganization where job duties do not significantly change.

3. Faculty members may be assigned classes in another division, outside their assigned division, for the purpose of maintaining and meeting required basic contract workloads.

4. Mutual agreement between the faculty member and the College management must be obtained in order for change in divisional assignment for the ensuing year to be made after March 15.

5. Mutual agreement must be obtained between the College administration and faculty member if a major (greater than fifty [50%]) change is made by reassignment between instructor, counselor, or librarian duties.

ARTICLE 14

LEAVES OF ABSENCE

A. Sick Leave

1. A faculty member shall receive a credit of ten (10) days of sick leave upon initial employment, and thereafter shall accrue sick leave at the rate of ten (10) days per basic contract period worked (and a credit of one [1] day per each five [5] week summer session worked). Sick leave shall be used for work days lost as a result of personal illness or injury which prevents the faculty member from performing his/her duties effectively.

2. A faculty member may be required to furnish a doctor's certificate when sick leave exceeds five (5) consecutive working days. Failure to comply will result in leave without pay for the number of days absent.

3. In case of an illness which prevents the employee from working more than thirty (30) consecutive work days, a member may utilize earned sick leave up to the accumulation of the ninety (90) calendar days waiting period for the Long Term Disability Income Plan.

   a. Any unused days should be recorded as a surplus which may be used once the employee has returned to work or applied to the Public Employees Retirement System. The surplus reserve shall be unlimited. At the employee's request, the College will continue to provide insurance coverage as per Article 19. The cost of this coverage will be deducted from the accumulated sick leave on a pro rata basis.

   b. Within a reasonable time of the expiration of the thirty (30) day period, the personnel director shall inform the member of options under these programs and shall assist the member in gathering information about the programs. Options include the following:

      1) Leave of absence without pay.
      2) Long Term Disability Income Plan.
      3) Workers' Compensation.
      4) Federal Social Security benefits.
      5) Utilization of unearned sick leave.

4. Upon a faculty member's making application to resume his/her duties following a temporary disability, the Board may require an examination by a physician to determine the faculty member's fitness to resume his/her full-time duties.

5. A faculty member whose personal illness, as certified by a duly qualified physician, extends beyond the expiration of the person's paid sick leave may be granted a leave of absence without pay by the personnel director, but not to exceed more that three (3) continuous months. Requests, in writing, for more than three (3) months of leave extension may be approved by the College president.

6. A faculty member granted an unpaid sick leave extension shall not be eligible for fringe benefits, sick leave, or any other state fringe benefits during the period of such leave, except as otherwise provided by state law.

7. If the faculty member cannot return to work upon the expiration of the unpaid sick leave, or a request for extension is not made within fifteen (15) days prior to expiration of unpaid leave, then the faculty member could be automatically terminated.

8. Upon return from sick leave, the faculty member shall return to his former job, if physically and mentally qualified as determined by Section A.4.

9. If disabled due to a compensable injury or disease, an employee receiving Worker's Compensation benefits may request to supplement such benefits on a prorated basis with accrued sick leave, not to exceed one hundred percent (100%) of regular gross salary.

10. Absence for maternity reasons qualifies for sick leave.

B. Utilization of Unearned Sick Leave

For the purposes of assisting faculty members who become disabled with illness or injury, the following procedure may be utilized:

1. The College will send each faculty member a quarterly notice of sick leave accrual balance. The personnel director will discuss with a disabled faculty member the option of utilizing unearned sick leave.

2. A faculty member may use unearned sick leave days to cover the period between the expiration of earned sick leave and the beginning of the Long Term Disability Income Plan or return to work.

3. Maximum unearned sick leave days for an individual faculty member shall be fifty (50) days.

4. A faculty member using unearned sick leave days must return to full employment for a period of time sufficient to reimburse the District with earned sick leave days. If he/she is unable to return to full employment for a period sufficient to accumulate earned sick leave to cover fully the period of unearned days, the District may require repayment for the remaining days from the faculty member at the daily rate applicable at the time the unearned sick leave days were granted.

C. Bereavement Leave

1. A member shall be allowed three (3) consecutive days without loss of regular wages in each case of death of a member of the family. Extension of this time limit may be approved by the personnel director.

2. In other cases, as approved by the personnel director, absence shall be allowed, without loss of wages, through the day of the funeral.

3. Any other approved absence for bereavement leave allotment will be at a pro rata loss of pay for the time gone unless pay is approved by the director of personnel.

4. A faculty member shall notify his/her immediate supervisor of the member's need to be absent due to bereavement. The immediate supervisor shall attempt to provide necessary coverage of assignment.

D. Jury Duty and Court Subpoena

1. A member on jury duty will turn over to the College any compensation for this service (excluding mileage), but will receive his/her salary for the days absent. Satisfactory evidence of serving as a juror must be presented to the personnel office.

2. A member subpoenaed as a witness will turn over to the College mandated and other compensation for this service (excluding mileage), but will receive his/her salary for days absent. Satisfactory evidence of being subpoenaed as a witness must be presented to the personnel office.

E. Emergency Leave

1. Three (3) days leave with pay may be approved annually for emergencies that necessitate the faculty member's absence.

2. An emergency is defined as a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action, not covered by another part of this agreement, over which the faculty member has no control and which demands the faculty member's presence during the work day. A member may use emergency leave for critical family medical emergencies. This leave shall be used to provide only initial assistance and shall not be used for household or child care. Emergency leave cannot be used for an absence due to inclement weather. Emergency leave requires approval by the immediate supervisor and the personnel director.

F. Professional Development Fund

The college recognizes the desirability of a broad professional leave program that will be beneficial to both the College and the faculty member. The Faculty Resource Development Board (FRDB) will recommend expenditures and the program will operate under the guidelines and procedures contained in Appendix B. However, eligibility shall be limited to faculty members.

1. FRDB - Short Term Development

The FRDB fund for short term leaves shall be thirty-one thousand five hundred dollars ($31,500). Short term leaves shall include workshops, seminars, conferences, etc. which will enhance and be applicable to the faculty member's position assignment.

2. FRDB - Faculty Exchange

The FRDB fund for faculty exchange shall be two thousand six hundred twenty-five dollars ($2,625). The College recognizes that benefit is to be gained by both the College and the individual member from a faculty exchange. Upon recommendation of the FRDB, the College Board may provide support, beyond the faculty member's salary, for expenses which are incurred while this exchange is in effect. Such items of support may include travel, additional household expense, and incidental costs required to complete the exchange.

3. FRDB - Grant Sponsored Leaves

a. The FRDB fund for joint sponsorship fund shall be five thousand two hundred fifty dollars ($5,250).

b. On the recommendation of the FRDB, the College Board may permit a faculty member to take a grant sponsored leave for the purpose of professional improvement.

c. The recipient of a grant sponsored leave shall be reimbursed up to the difference, including travel and extraordinary expenses, if any, between the amount of the grant and the salary that the faculty member would have received if he/she were on campus. A faculty member who takes a leave under this provision is expected to return to his/her duties with the College for at least one (1) year after the conclusion of said leave. Such a leave shall not be considered a break in seniority.

d. If the faculty member does not return to the service of the College, the entire compensation granted by the Mt. Hood Community College District must be returned to the College. Such leaves shall not interrupt eligibility for a sabbatical leave, provided, however, that the recipient of such leave shall not be eligible for a sabbatical leave for a period of at least two (2) years following said leave unless approved by the Board.

e. If by March 1, less than five thousand dollars ($5,000) is utilized or projected to be utilized for grant sponsored leaves, the difference based on Management's decision may or may not be added to the monies which are to be budgeted for the District Professional Development Fund or to other FRDB funds where requests exceed resources.

4. FRDB - Sabbatical

   a. The Board will budget the sum of twenty-eight thousand eight hundred seventy-five dollars ($28,875) to the FRDB for sabbatical leaves, and, if there is a sufficient number of qualified candidates, the FRDB and the College president shall approve and recommend to the Board leaves which will result in the expenditure of the full amount which is budgeted. Deductions from the above amount shall be based on the actual additional cost to the College of providing a substitute(s) for the individual faculty member(s) while on sabbatical leave.

   b. The purpose of such leave is to provide opportunity to improve the qualifications and skills of the faculty member, the quality of his/her professional performance, and the value of the faculty member's further service to the College, thereby improving and enriching its programs.

   c. Such leave shall not be regarded as a vacation or or rest period occurring automatically at stated intervals.

   d. Sabbatical leave will be granted only for the following purposes:

      1) To learn new methodologies related to the faculty member's instructional area, program, or discipline.

      2) To engage in planned travel directly related to improvement of instructional abilities in the faculty member's area, program, or discipline.

      3) To undertake a specific creative, research, or other project related to the faculty member's area, program, or discipline.

4) To prepare a new course for the college.

5) To enroll in studies or training programs and/or to complete the requirements for a degree or certificate.

G. District Program and Resource Development Fund

The Board will budget the sum of ten thousand five hundred dollars ($10,500) for program and resource development leaves. The purpose of this leave is to assist in the professional development of faculty members in relation to individual program and institutional needs. The identification of these needs may be made by faculty or management and could be met through faculty particpation for developmental purposes. Such leave requests shall be submitted for approval to a committee made up of the faculty association president and vice president, the deans of instruction and planning, and the vice president for administration.

H. Leave Without Pay

1. Leave for Personal Reasons - Absence for personal reasons shall be deducted on a pro rata basis.

   Faculty members may be granted leave of absence without salary for the following reasons: Health, parental, student, required military service, or such other justifiable reasons as may be approved in writing by the president or his/her designated representative.

2. Leave of absence for all purposes except military service shall be for a maximum of one(1) year. At the expiration of the leave of absence, the member shall, unless otherwise agreed, be reinstated (if possible) in a position of similar status to the one he/she held at the time of granting the leave. Any exception to the one (1) year maximum must be recommended by the president and approved by the Board.

   Failure to report for assignment without proper notification by the member at the expiration of any leave of absence shall be considered equivalent to a resignation.

I. Comprehensive Leave

All cases not covered by this agreement or all cases involving hardship, shall be given individual consideration by the Board and the College president. Comprehensive leaves of greater than ten (10) days require formal action by the Board. Comprehensive leaves of ten (10) or less days may be approved by the president or his designated representative. In some cases, partial or full payment may accompany the granting of leaves. The College president may approve said payment or leaves of ten (10) or less days; Board approval is required for payment of leaves for more than ten (10) days.

ARTICLE 15

FAIR DISMISSAL AND TERMINATION OF EMPLOYEE

A. The Board agrees that termination of employment of faculty members shall be only for just cause. Reduction of staff and layoff is separately described in Article 23 of this agreement and shall not be defined as dismissal or termination.

B. Just cause shall be understood to include but not limited to:

1. Physical or mental incapacity.

2. Unprofessional conduct as evidenced by:

    a. An act or conduct which threatens or injures personnel or property.
    b. Flagrant disregard of the terms of this agreement.
    c. Willful falsification or alteration of a college record.
    d. Conviction of a felony.
    e. Insubordination.
    f. Harassment (sexual, racial, etc.) of college staff or students.
    g. Inefficiency.
    h. Neglect of duty.
    i. Inadequate performance.

C. If termination of employment is to result in dismissal during the faculty member's contract, except for nonrenewal of a contract for a faculty member who does not have tenure, the procedure indicated in the Statement on Procedural Standards in Faculty Dismissal Proceedings , stated in Appendix F of this agreement will be followed.

ARTICLE 16

ACADEMIC FREEDOM AND TENURE

The Board and Association agree to the statement of academic freedom and tenure in Appendix C of this agreement.

ARTICLE 17

COMPLAINT PROCEDURE

A. Purpose

It is recognized that from time to time work related complaints are made against faculty members that even if true should not result in dismissal. In recognition of this fact, procedures are hereby established. The complaint procedure provides both an informal process and a formal process to investigate the allegations of a complaint made against a faculty member, and to determine a fair resolution of a complaint.

B. Cooperation

The faculty and management will cooperate in finding a resolution as determined in the procedure findings.

C. Informal Complaint

1. The complainant should discuss the complaint informally with the faculty member.

2. If the complaint is unresolved, the complainant should discuss the concern with the member's immediate supervisor. The supervisor should suggest a solution for the complaint.

3. If the complainant is not satisfied with this discussion and the solution, the complainant should use the formal complaint procedure.

4. The faculty member will be notified by the immediate supervisor within five (5) college working days, or as soon as possible, should an informal complaint from any source be received at any administrative level.

D. Formal Complaint

A person may file a formal written complaint against a faculty member. The complaint should contain the following information:

1. Name of the faculty member.

2. Statement of facts and nature of the complaint.

3. Date(s) of incident(s).

4. Resolution being sought by the complainant(s).

5. Name of the complainant(s).

6. Date submitted.

E. Administrative Review of a Formal Complaint

1. The formal written complaint shall be submitted to the faculty member's immediate supervisor and the dean. The immediate supervisor shall have five (5) working days to work with all parties concerned to effect a solution.

2. The faculty member will be notified within five (5) working days or as soon as possible when formal complaint or written charges as described above is received by the dean.

3. If a resolution is not agreed to in E. 1. above, the dean shall, within fifteen (15) working days after first receipt of the complaint, cause an investigation to be made of the unresolved complaint. During the dean's investigation, he/she shall meet separately with the different parties who may, if they desire, have a representative with them. The formal examination shall include the dean, the faculty member, the complainant and/or any other person who has first-hand knowledge of the subject matter of the complaint and/or each party's representative.

4. The dean shall, within twenty (20) working days after receipt of the complaint, specifically inform the faculty member, the complainant, and the personnel office of his/her decision in writing and state the reasons.

5. The dean may recommend on one or more of the following courses of action:

   a. Offer a solution to the complaint.

   b. Dismiss the complaint.

   c. Take appropriate action.

   d. Refer the complaint to the Complaint Resolution Committee.

F. Complaint Resolution Committee

1. A Complaint Resolution Committee will be formed to hear the complaint referred by the dean, or to hear an appeal requested by the faculty member. Notice of an appeal requesting committee review by the faculty member shall be served in writing on the College president within thirty (30) working days after receipt of the dean's written decision.

2. Committee selection

The committee shall consist of five (5) persons selected as follows: the president of the Faculty Association shall submit to the president of the College the names of six (6) faculty members as candidates to serve on the committee. The president of the College shall within ten (10) days after receipt of the list select at least four (4) members from the list furnished by the Association and three (3) administrators of his choosing. The president of the College shall forward, in writing, to the faculty member the list of candidates and the names of the persons selected to serve on the committee. The faculty member shall within ten (10) days after receipt of the candidate list and the committee members' names, dismiss one person from each list. If the complaint is filed by a student, the student may request the president of the Student Body Association to designate a non-voting student member to sit on the review committee.

3. Committee hearing procedures

   a. The committee shall select one (1) of its members to serve as chairperson, who shall preside at the hearing(s).

   b. The hearing(s) shall be closed to the public.

   c. All witnesses shall affirm or be sworn under oath.

   d. The accused faculty member may request a record to be made of the proceedings at the member's expense; or in case the College makes a record, the member, upon request, will be given a free copy.

   e. The faculty member may be represented by counsel at the hearing at his/her own expense.

f. The complainant may be represented at the hearing.

g. The order of presenting the evidence shall be the dean's case, the accused faculty member's case, rebuttal by the dean, and rebuttal by the faculty member.

h. All witnesses shall be subject to cross-examination and questioning by the committee.

i. Both parties shall be entitled to present oral or written evidence, a closing argument, and written briefs, if requested by the committee. The committee may upon agreement by both parties receive sworn written statements in lieu of sworn oral testimony.

j. At the conclusion of the testimony, the committee shall, within a reasonable period, render a written report containing findings of fact and its recommendations, and dissenting committee opinion(s), and shall forward same together with a record of the proceedings to the College president.

k. The College president will make a decision, and inform the parties and the Association president within twenty (20) working days after receiving the committee's written report and record of proceedings.

l. If the College president's decision is not acceptable to the Faculty Association, the Association may request binding arbitration procedure as described in the grievance procedure of this agreement, Article 18, Section F. 4.

ARTICLE 18

GRIEVANCE PROCEDURE

A. Intent and Scope

1. The resolution of grievances arising out of misrepresentation or improper application of specific terms and conditions of this agreement, shall be submitted for solution in accordance with the provisions of the grievance procedures.

2. The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure and, to the greatest extent possible, meetings or discussion involving grievances and grievance procedures shall be scheduled at such a time so as not to interfere with the faculty member's duties.

B. Definition

1. Grievance: A grievance shall mean a dispute about the interpretation or application of a specific provision of this agreement.

2. Grievance procedure: As used in this agreement, grievance procedure refers to the settlement process of the grievance.

3. Grievant: Any faculty member or members of the Association who believe(s) that rights granted under this agreement have been violated and thereupon initiate(s) the grievance procedure.

4. Parties directly involved: As used in this article, the phrase "parties directly involved" refers to the grievant, the administrator who made the decision or took the action which is being grieved, any administrator who has rendered a decision in the grievance procedure.

5. The term "days" when used in this article shall, except where otherwise indicated, mean college working days of the grievant. Weekends, holidays, or management non-service days are excluded.

C. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within twenty (20) days of the date the employee knew or had reasonable cause to know of the alleged violation of the agreement which gives rise to the grievance.

D. Procedure Guidelines

1. The grievant shall have the right to request assistance and representation of the Association by notifying the president of the Association of his/her intent to file a formal grievance.

2. An Association representative shall have the right to be present and to assist in the resolution of the grievance at each step of the procedure.

3. The grievant and the other parties directly involved (hereinafter called the "parties") shall be paid their regular rate of pay for time scheduled by management in resolving the grievance during their regularly scheduled working hours.

4. The parties shall notify their supervisor for approval when it is necessary for them to be away from their work in connection with any processing of the grievance.

5. Time limits may be reduced or extended by mutual agreement.

6. The power, function, and content of board prerogatives, policies and college regulations, shall not be subject to grievance and/or arbitration, except for those delegated, granted or modified in this agreement.

E. Informal Procedure

1. The grievant(s) shall discuss the grievance with the manager(s) who made the decision or took the action being grieved (hereinafter called the aggrievor) within the twenty (20) days as prescribed in Section C. The grievant should identify the grievance as a grievance. Upon notification, the manager(s) shall respond within a reasonable time, not to exceed five (5) days. If the grievant is not satisfied with the resolution of the grievance provided by the aggrievor(s), he/she may proceed to utilize the formal grievance procedure.

2. If the grievant wishes the informal step may be processed through the Director of Personnel Services rather than the manager(s) who made the decision or took the action being grieved.

3. A grievance may not be processed through the formal process below if not timely processed through the informal procedure.

F. Formal Procedure

1. Step 1

The grievant shall prepare a written statement of the acts including the clause(s) of the agreement alleged to be violated and the remedy sought (hereinafter referred to as the "grievance statement"). The grievance statement shall be the basis for any further formal consideration of the grievance and shall not be materially altered when presented for consideration at the various steps in the grievance procedure. The grievant shall submit the written statement to the director of personnel services within five (5) days following the aggrievor's response in the informal process. A meeting between the grievant and the director of personnel services shall occur within ten (10) days of the submission of the written statement. The director of personnel services shall answer in writing within five (5) days after such meeting. If the grievant does not concur with the written decision, the grievant shall request in writing to the director of personnel services within five (5) days following receipt of the written response that the matter be submitted to a three (3) member resolution panel.

2. Step 2

The College president or his/her designee shall within five (5) days following receipt by the director of personnel services of the request, authorize the appointment of a three member grievance resolution panel. Concurrent with his/her authorization of the grievance resolution panel, the College president or his/her designee shall designate one (1) panel member and so inform the parties, in writing. On receipt of the College president's authorization, the Association shall designate one (1) panel member and so inform, in writing, the College president, the College president's designated representative, and the other parties directly involved. The third member, who shall be the chairperson of the grievance resolution panel, shall be named with mutual agreement by the first two (2) named members. The grievance resolution panel shall hold a formal hearing of the grievance within ten (10) days of the College president's, or his/her designee's authorization. The panel's written decision shall be transmitted to the other parties directly involved, the College president, and the Association president within five (5) days following the hearing.

3. Step 3

a. The order shall be reviewed by the Association and the College either of which shall have the discretion as to whether a grievance - individual, group, or Association - should be appealed to arbitration. If either party determines that a grievance shall be appealed to arbitration, it shall file a written notice of a request for arbitration with the other party within ten (10) days following the review panel's order concerning the grievance.

b. Within five (5) days after such written notice of submission to arbitration, the College president or designee and the Association president or designee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days, a request for a list of five (5) arbitrators may be made to the Oregon Employment Relations Board by either party. Upon receipt of the list and by lot, the parties will alternately strike names until one remains.

c. The arbitrator so selected shall hold hearings on the matter as promptly as possible and render a decision within thirty (30) calendar days of the close of the hearings or receipt of post hearing briefs if such have been submitted.

d. The hearing and all other proceedings shall be conducted according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

e. The arbitrator(s) shall have no right to amend, modify, nullify, ignore, add to or subtract from any provision of this agreement. He/she shall consider and decide only the grievance statement submitted to him/her in writing by the Board's representative and the Association and shall have no authority to make decisions on any other issue not so submitted to him/her. The arbitrator(s) shall be without power to make decisions contrary to, or inconsistent with, nor modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. The decision shall be based solely upon interpretation or application of the terms of this agreement to the facts of the grievance. The decision of the arbitrator shall be final and binding.

f. The fees and expenses of the arbitrator(s) and the cost of a written transcript shall be divided equally between the Board and the grievant. Each party shall be responsible for compensating its own representatives or witnesses.

ARTICLE 19

FRINGE BENEFITS

A. The Board will provide existing (1981-82) Blue Cross or Kaiser full-family medical and dental insurance provided such coverage does not duplicate coverage provided by another source.

B. The Board will provide group life insurance amounting to twenty-five thousand dollars ($25,000) per employee.

C. The Board will provide group accidental death and dismemberment insurance amounting to twenty-five thousand dollars ($25,000) per employee.

D. The Board will provide long-term disability insurance at a level equal to that which was provided during the 1981-82 academic year.

E. The Board will provide full family vision insurance equal to or greater than OEA Choice Plan IIIA with a composite rate not to exceed eight dollars ($8) per month per employee.

F. The Board will maintain its contributions of FICA, Public Employees Retirement, Unemployment Insurance and workman's compensation insurance. The Board will pay the employee's contribution to the Public Employes Retirement Fund.

G. The Board will maintain the tuition waiver plan as is for faculty members.

H. The Board will provide an annual swim pass for faculty members and their dependents.

I. The Board will maintain voluntary payroll deductions for tax-sheltered annuities, supplemental life insurance, Portland Teachers Credit Union, United Way, and other mutually agreed upon voluntary deductions. The Association grants the right and authority to the Board and its representatives, upon notification, to automatically make individual membership adjustments for cost increases in voluntary premium deductions whenever they occur. The Association will further hold the district harmless for any cost increases in these voluntary premium deductions.

J. The parties agree to review, if requested, the carrier and benefits of any fringe benefit program. By mutual agreement changes may be made.

ARTICLE 20

PLACEMENT AND ADVANCEMENTS

A. Placement

1. The initial placement for each faculty employe shall be based on the following criteria:

   a. Without Master's Degree . . . . .Step 14
   b. Master's Degree . . . . .Step 13
   c. "All But Dissertation" Status (ABD) . .Step 12
   d. Doctorate . . . . .Step 11

2. One (1) step for each year of full-time college teaching experience.

3. One-half (1/2) step for each year of full-time public or private school teaching.

4. One-half (1/2) step for each year of full-time commercial and industrial work experience where directly applicable to subject field.

5. Initial placement will not include more than two (2) steps for teaching and/or work experience.

6. Initial placement under 1.c. and 1.d., above, will occur only if the advanced degree is related to the faculty member's assigned duties. This section will not be applied retroactively to faculty members employed by Mt. Hood Community College prior to September 1, 1982.

7. Both parties agree that placements made prior to September 1, 1985, are not grievable unless the placement criteria in effect at that time was not applied correctly.

8. The College reserves the right to make exceptions above this maximum initial placement at the College president's discretion for unusual situations such as high market rates for a specific instructional discipline.

B. Advancement

1. The immediate supervisor for each division will recommend any faculty member's salary schedule advancement or non-advancement to the appropriate dean.

2. The dean will recommend salary schedule advancements and non-advancements to the president whereon the president will make his/her recommendations to the Board who will act and make the final decision on the recommendation.

3. The Faculty Association Senate may recommend guidelines, standards, and criteria for advancement to the College management, but such recommendation is advisory only.

4. Adequate performance includes, but is not necessarily limited to, the following minimum criteria:

    a. Adequate knowledge of one's subject area.

    b. Substantial compliance with course outlines and objectives.

    c. Preparation of relevant lesson presentations.

    d. Adequate attendance at classes.

    e. Reasonable retention of class sizes from start of quarter to end of quarter.

    f. Satisfying relevant instructional needs of the students.

    g. Adequate learning rapport between the instructor and students.

    h. Adequate student involvement in the learning process.

    i. Adequate classroom order and control.

    j. Satisfaction of the duties stated in the faculty member's job description.

5. Faculty members who cannot meet the minimum criteria for adequate performance will be subject to non-advancement and/or dismissal.

6. Advancement for completion of ABD or doctorate programs will occur only if the advanced degree is related to the faculty member's assigned duties.

ARTICLE 21

SALARY PACKAGE

A. Salary Schedule Index

The College and the Association agree that the salary schedule index below shall be the official salary schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

Step	Index	Salary
1	1.0000	33,788
2	0.9569	32,333
3	0.9157	30,941
4	0.8763	29,608
5	0.8386	28,333
6	0.8025	27,113
7	0.7679	25,946
8	0.7348	24,828
9	0.7032	23,759
10	0.6729	22,736
11	0.6439	21,757
12	0.6162	20,820
13	0.5897	19,924
14	0.5643	19,067

B. Career Salary

The salary index base (Step 1) for the 1985-86 academic year shall be thirty-three thousand seven hundred eighty-eight dollars ($33,788).

C. Implementation

Current employees shall be placed on the 1985-86 salary schedule index as follows:

1984-85 Salary Schedule		1985-86 Salary Schedule
Level A Step	Level B Step	Step
--	15,15a,15b	1
--	14,14a,14b,14c	2
15	13	3
14	12	4
13	11	5
12	10	6
11	9	7
10	8	8
9	7	9
8	6,5 w/Doctorate	10
7	5	11
6	4	12
5,4	3,2,1,0	13
3,2,1,0	N/A	14

D. Schedule Adjustments

1. Effective September 1, 1986, an additional four and five-tenths percent (4.5%) career increment shall be added as step 0 and the index recomputed.

2. Effective September 1, 1986, each step of the salary schedule shall be incresed two and four-tenths percent (2.40%).

3. Effective September 1, 1987, each step of the salary schedule shall be increased four and twenty-two hundredths percent (4.22%).

ARTICLE 22

EARLY RETIREMENT PLAN

A. Faculty members who have served the College for a minimum of ten (10) years continuous district service immediately prior to retirement from the college and who are on the salary schedule at Step 2 or less (Steps 1 or 0) will be entitled to the following benefits, selecting either one (1) of the two (2) severance pay schedules.

1. Severance Pay

a. Schedule I

1) Retirement at age 55-58 - severance pay of $17,833
2) Retirement at age 59 - severance pay of $13,375
3) Retirement at age 60 - severance pay of $8,916
4) Retirement at age 61 - severance pay of $4,458

The severance pay listed above will be subject to prorating for faculty members who have a reduced contract during the last ten (10) years prior to early retirement.

The formula is: (Sum of yearly percentage of assignment for the ten years) - 10 = severance percentage

Severance amount paid = severance pay schedule amount X severance percentage

b. Schedule II

Faculty members who have served the College for a minimum of ten (10) years continuous District service immediately prior to retirement from the College at or after the age of sixty (60) will be entitled to the following severance pay equalling one thousand dollars ($1,000) for each year of their age less than seventy (70). Schedule II will be available to anyone through December 31, 1985.

2. Fringe Benefits

a. Schedule I

Retired faculty members shall receive two-party medical insurance benefits to age sixty-five (65) as provided by the College's insurance carriers.

b. Schedule II

Retired faculty members shall receive medical and dental benefits to age seventy (70) as provided by the college's insurance carriers.

3. Retired faculty members shall receive tuition waivers for themselves and spouse.

4. Teaching Assignment

A retired faculty member up to age seventy (70) may be assigned to teach one (1) course per quarter at a rate prorated at the base rate for his/her educational level and support assistance equivalent to part-time instructors.

ARTICLE 23

REDUCTION IN STAFF

A. Need for Reduction in Staff

In the event of financial exigency and/or budget reduction or course reductions, program changes, program or course eliminations, or decreased student enrollment as the Board of the College determines, the Board shall determine the number and order of faculty members to be eliminated and shall implement such reductions in staff after the process contained herein has been accomplished.

B. Determining Procedures

1. The College president shall seek advice from a variety of sources and shall tentatively identify the program(s) or division(s) where a position or positions are to be eliminated. The College president shall notify the Association president of the impending action, shall furnish the factors to be considered in reaching his decisions, and shall give the Association president ten (10) working days in which to advise him of the impact of the impending action on the program(s) or division(s).

2. After considering the advice received, the College president shall make the final recommendation(s) to the Board regarding the number of position(s) and program(s), course(s), or division(s) where a position or positions are to be eliminated or reduced. The Association president's recommendations, if submitted, shall accompany the College president's recommendations. The College president shall publish internally such final recommendation(s) and provide a copy to the Association president.

C. Procedural Conditions

1. In the implementation of a reduction in staff, no faculty member shall be laid off as long as part-time instruction equivalent to one FTE instructor exists and the full-time instructor is qualified to teach this combination of courses as a full-time assignment.

2. Any classes beyond a full load for full-time faculty will be first offered to qualified faculty on layoff status at pro rata pay, based upon the faculty member's salary at the date of termination.

3. In developing a procedure for reduction in staff, the Board recognizes that instruction is a most vital function of the institution and this procedure should reflect this dedication to preserve the instructional mission and goals of the institution.

4. When a reduction in staff is accomplished through attrition instead of layoff, the College shall not be obligated to fill the vacant position provided, however, that fifty percent (50%) or greater equivalent part-time instruction is not substituted for the full-time vacant position.

D. Seniority

When more than one faculty member in the unit is qualified to occupy a position which is not being eliminated or reduced, seniority shall be the determining factor in all actions regarding reduction in staff. Seniority shall be the total length of unbroken full-time (fifty percent [50%] or greater) service with the College District. For the purpose of determining seniority, all authorized leaves shall be considered as time worked.

The length of continuous service shall be determined by applying the following criteria in descending order:

1. First date of full-time contracted employment.

2. Date of Board approval.

3. First date of acceptance signature on employment contract agreement.

4. First date of acceptance on a letter of intent to accepted full-time employment with the College district or its predecessors.

5. By drawing lots.

E. Reassignment

When a professional employe accepts a reassignment because of staff reduction, his/her seniority benefits, including faculty tenure, are maintained. Further, if he/she is not tenured, he/she will accrue credit time toward tenure up to one year when reassigned to a position for which no tenure policy exists; however, this accrued credit time cannot count as the last year of probationary status.

F. Layoff Rights and Status

1. Faculty members whose contracts have not been renewed due to reduction in staff, may elect to go on layoff status.

2. Faculty members on layoff status will be placed on a re-employment list for three (3) years. The faculty member may request an extension of this limit through the College president.

3. The faculty member must register availability with personnel by the last working day of each quarter, including summer. Failure to register or to respond to a job offer within ten (10) working days will terminate their layoff status and all employment rights.

4. Full written explanation of all obligations and rights pertaining to layoff will be provided by the personnel director of the College to members electing to go on layoff status.

5. Faculty members shall be notified of re-employment opportunities by registered mail sent to their last known address.

6. Faculty members on layoff status shall be able to continue at their own expense fringe benefit coverage available to him/her while on layoff status.

7. Faculty members on layoff status shall be sent announcements of staff openings.

8. The Faculty Association of Mt. Hood Community College will be provided with a layoff list as well as announcements of staff openings and copies of all communications to faculty related to layoff status.

G. Timely Notice

"Timely notice" shall be deemed accomplished when:

1. The provisions of Sections A. and B. herein have been accomplished.

2. The faculty member affected by those provisions has been given a written notice of the College president's recommendation affecting the member's position.

3. The affected faculty member has been afforded an opportunity to respond in writing to the College president, or his designee, to the written notice of the College president within twenty (20) calendar days.

4. Notice of layoff to affected individuals because of a staff reduction has been given in sufficient time to allow at least one additional full term to be completed by that individual before his/her layoff is implemented. In such cases where a full instructional load is not available during this one (1) additional full term, reassignment to other areas of the College may be used to provide a load equivalent to a full-time load until that individual begins layoff status.

H. Right to Recall

A full-time faculty member whose contract is not renewed as a result of this reduction in staff procedure shall have the right to recall to any open position in the bargaining unit provided that the individual is determined to be qualified for such position by the College president. The right of recall shall extend three years from the date of layoff.

I. Grievance

Decisions made by the Board under the provisions of this article shall be subject to the grievance procedure of this agreement provided, however, that:

1. In order for such a grievance to be timely filed, the affected faculty member may not initiate his/her grievance until the provisions of G.2. herein have been followed by the College.

2. For the purposes of this article, the grievant has the burden of proof to demonstrate that the Board's decision(s) under a reduction in staff should be overturned or modified only because the procedures of this article were not properly applied.

J. Management Employee's Rights

1. Prior to November 1, 1982, any management employee may request, with approval of the College administration, to return to the faculty bargaining unit without loss of seniority. The change shall be implemented not later than the start of the 1982-83 winter term, provided that no current faculty member is displaced as a result of the action.

F. Layoff Rights and Status

1. Faculty members whose contracts have not been renewed due to reduction in staff, may elect to go on layoff status.

2. Faculty members on layoff status will be placed on a re-employment list for three (3) years. The faculty member may request an extension of this limit through the College president.

3. The faculty member must register availability with personnel by the last working day of each quarter, including summer. Failure to register or to respond to a job offer within ten (10) working days will terminate their layoff status and all employment rights.

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5. Faculty members shall be notified of re-employment opportunities by registered mail sent to their last known address.

6. Faculty members on layoff status shall be able to continue at their own expense fringe benefit coverage available to him/her while on layoff status.

7. Faculty members on layoff status shall be sent announcements of staff openings.

8. The Faculty Association of Mt. Hood Community College will be provided with a layoff list as well as announcements of staff openings and copies of all communications to faculty related to layoff status.

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1. The provisions of Sections A. and B. herein have been accomplished.

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3. The affected faculty member has been afforded an opportunity to respond in writing to the College president, or his designee, to the written notice of the College president within twenty (20) calendar days.

4. Notice of layoff to affected individuals because of a staff reduction has been given in sufficient time to allow at least one additional full term to be completed by that individual before his/her layoff is implemented. In such cases where a full instructional load is not available during this one (1) additional full term, reassignment to other areas of the College may be used to provide a load equivalent to a full-time load until that individual begins layoff status.

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A full-time faculty member whose contract is not renewed as a result of this reduction in staff procedure shall have the right to recall to any open position in the bargaining unit provided that the individual is determined to be qualified for such position by the College president. The right of recall shall extend three years from the date of layoff.

I. Grievance

Decisions made by the Board under the provisions of this article shall be subject to the grievance procedure of this agreement provided, however, that:

1. In order for such a grievance to be timely filed, the affected faculty member may not initiate his/her grievance until the provisions of G.2. herein have been followed by the College.

2. For the purposes of this article, the grievant has the burden of proof to demonstrate that the Board's decision(s) under a reduction in staff should be overturned or modified only because the procedures of this article were not properly applied.

J. Management Employee's Rights

1. Prior to November 1, 1982, any management employee may request, with approval of the College administration, to return to the faculty bargaining unit without loss of seniority. The change shall be implemented not later than the start of the 1982-83 winter term, provided that no current faculty member is displaced as a result of the action.

2. After November 1, 1982, any management employe who elects to return to the unit shall forfeit all prior seniority for two (2) years from date of re-entry into the bargaining unit. On the second anniversary of re-entry the employe shall receive credit for all prior seniority which shall be added to the two (2) years of additional service.

3. In the event of an actual reduction in staff, no management employee, regardless of prior faculty bargaining unit service, shall be assigned any faculty bargaining unit work in excess of previous standards if such assignment results in layoff of a faculty member.

4. Faculty members who apply for and receive a management assignment shall be granted up to two (2) years leave of absence from the faculty bargaining unit. However, if the employe remains outside the unit for more than two (2) years, he/she forfeits all seniority rights within the faculty bargaining unit.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITIES

A. The Board and the Association are in agreement with the established policy and practice of providing to all candidates for employment and employees, equal opportunity and consideration irrespective of race, religion, creed, color, national origin, age, or sex.

B. All handicapped applicants will be given equal opportunity and consideration insofar as their capabilities will permit.

C. The grievance procedure shall be the primary means of resolving all employee and Association grievances involving discrimination and shall, when used, be in lieu of all other avenues of potential redress including, but not limited to, judicial, administrative and self-help remedies. Therefore, the parties agree that each potential grievant(s) shall waive all other avenues of redress by processing an alleged discrimination complaint through the grievance procedure.

ARTICLE 25

FUNDING

A. The parties recognize that revenue needed to fund the compensation provided by this agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens.

B. All such compensation is therefore contingent upon sources of revenue and, where applicable, voter budget approval. The Board has no intention of reducing the compensation specified in the agreement because of budgetary limitation, but cannot and does not guarantee any level of employment in the bargaining unit covered by this agreement. The Board agrees to include in its budget request amounts sufficient to fund the compensation provided by this agreement, but makes no guarantee as to passage of such budget requests by voter approval thereof, if such requests become necessary.

C. If the College is closed for lack of funds or for any reason a closure results in loss of funds, no member of the bargaining unit shall be entitled to any of the monetary benefits provided in this agreement for the period of time the College is closed.

ARTICLE 26

NO STRIKE - NO LOCKOUT

Both parties agree to abide faithfully by the provisions of this agreement. As a condition of the various provisions of this agreement, to which the parties have agreed, the conferring agent pledges that members of the Association will not engage in a strike, work-stoppage, slowdown, or any other activity that would impede the normal work day of the College during the term of this agreement, and the Board pledges that it will not conduct a lockout during the term of this agreement. Both further agree that the Board shall have the right to discipline on a selective basis or otherwise, members of the faculty who violate the provision of this article. Furthermore, each agrees that violation of the provisions of this article by either party may result in legal action including financial liability against the violators.

ARTICLE 27

SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, compliance with the remainder of the agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of the no strike - no lockout article shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE 28

TERM OF AGREEMENT

A. This agreement shall be effective as of September 1, 1985, shall be binding upon the Board, the Association and its members, and shall remain in full force and effect through August 31, 1988, except as provided in Section C. below.

B. The parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively unless mutually agreed upon with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control.

C. Faculty members whose basic contract includes summer term will receive pay based on the subsequent academic year salary schedule.

D. The parties agree to commence negotiations within ten (10) days on or after January 10, 1988, with prior written notice by either party of a desire to meet.

IN WITNESS THEREOF, this agreement has been duly executed by the parties this 11th day of September, 1985.

Paul E Kreider 9/11/85
President
Mt. Hood Community College District

[illegible] Ray Shields 9-11-85
President, Faculty Association
Mt. Hood Community College District

Glenn E. Otto 9/11/85
Chairperson, Board of Education
Mt. Hood Community College District

Roger J. McDowell 9/11/85
Chairperson, Faculty Association
Negotiating Team
Mt. Hood Community College District

APPENDIX A

PROFESSIONAL LOAD GUIDE - REGULAR PERSONNEL

A. Lecture	1.00
B. Laboratory	.75
C. Seminar	.50
D. Clinic	
1. Direct supervision (10 or more students)	.75
2. Indirect supervision	.50
E. Cooperative work experience	1 load credit per 4 students
F. Project classes (e.g., VT10)	1 load credit per 8 students
G. Independent study	1 load credit per 12 students
H. Special loading	
1. English composition	
a. Up to 15 students	1.00
b. 16 to 28 students	1.25
(No more than 28 students will be assigned to a class without the instructor's approval)	
2. Large lecture	
a. 55 students and over	1.25
b. 75 students and over	1.50
c. 100 students and over	2.00
d. 150 students and over	2.50

3. Non-computed loads, e.g.
   - a. Individualized learning instructors (35 hours/week with 24-27 student contact hours/week)
   - b. Laboratory instructor (35 hours/week with 24-27 contact hours/week)
   - c. Cosmetology (35 hours/week)
   - d. Counselors and librarians (35 hours of professional duties per week)

I. Instructor contact hours per week may be reduced whenever safety, instructional effectiveness or other factors peculiar to a program require fewer contact hours.

J. Student "counts" are as of the term's fourth week enrollment report.

APPENDIX B

FACULTY RESOURCE DEVELOPMENT BOARD (FRDB) PROCEDURES

A. Eligibility for Leave

All faculty members are eligible to apply for leave. Applications for leave with full or partial pay must be submitted to the FRDB. Leave without pay may be arranged beginning with one's immediate supervisor. All requests must give ample time for consideration. Two (2) terms advance notice must be given for leaves of one (1) term duration or more. This practice will provide the flexibility desirable for a balanced program with broad service to faculty and College.

B. Faculty Resource Development Board (FRDB)

1. Members - The membership of the FRDB shall consist of:
    a. Three (3) members from the management staff (one [1] each from office of instruction, business office, and student relations) and four (4) members from the Faculty Association (two [2] from transfer and two [2] from vocational-technical disciplines).

    b. Board members from the management staff shall be appointed by the president.

    c. Instructional faculty members shall be appointed by the president of the Faculty Association.

2. Term - Appointments shall be for three (3) year terms. Appointments will be staggered annually to provide continuity. Each year the chairperson of the FRDB shall be elected by the FRDB membership.

C. Evaluation of Application

Applications for leave with full or partial pay will be considered by the FRDB in relation to requirements necessary to complete the project and potential future contributions of the applicant. Length of leave, travel expenses, and other terms or conditions will be open to negotiations by the faculty member with the FRDB. Proposals will be evaluated according to their worth to the institution based on the following criteria:

1. Value of project or plan in relationship to professional responsibilities.

2. Need for additional knowledge in subject field to be studied.

3. Ability of applicants to achieve goals of project or plan as based on past experience and academic background.

4. Availability of qualified replacement personnel to take the responsibilities of the applicant.

5. Evidence of support.

6. Evaluation of applications for sabbatical leave shall be according to the following guidelines:

   a. A full-time faculty member may be considered for sabbatical leave for a maximum of three (3) academic quarters in any six (6) year period, provided that the applicant will have time to complete three (3) years of full-time service to the College upon return from the requested leave before retirement.

   b. Sabbatical leave will be granted for a period of time not to exceed three (3) consecutive quarters.

   c. A faculty member on sabbatical leave for one (1) quarter shall receive compensation equal to his/her full-time salary; for a two (2) quarter leave, the faculty member shall receive compensation equal to three-fourths (75%) of his/her salary; for a three (3) quarter leave, the member shall receive compensation equal to three-fifths (60%) of his/her salary.

   d. Employment benefits, including medical plans, salary increments, and seniority, shall remain in force during sabbatical leave as allowed by the insurance carriers.

   e. Acceptance of a sabbatical leave shall not prejudice the faculty member's right to be considered for other forms of leave.

   f. Application must be received, in order to be considered, at least (2) terms prior to the requested leave.

7. Disposition of application will be given in writing to the applicant.

8. Each member who has been granted a sabbatical under the terms of this contract shall receive a separate sabbatical contract. The stated purposes of the sabbatical leave have been approved by the FRDB and the College Board and are conditions of the contract. Any material change in the stated sabbatical purposes, by a faculty member on a sabbatical leave, must have the prior approval of the FRDB, the faculty president, and the College president before any changes can be implemented. If the material change should result in an increase or decrease of the salary amount, then the FRDB must inform the faculty member as to the salary adjustment prior to the change being implemented. The FRDB will forward its recommendation to the College president for his/her recommendation to the Board. The awarding of faculty leave involves not only the selection of a worthy project, but is dependent upon internal decisions involving class scheduling, replacement personnel, and subject to Article 25, Funding.

D. Application Content

Applications to the FRDB for professional development leave should include:

1. General information including name, date of initial service with the institution, term(s) of leave desired, dates or previous professional leaves, and percent of salary to be awarded as based on other grants and funding.

2. A full statement of the expected benefits (e.g. for the person's college assignment), and type of report and/or in-service training commitment for staff upon return to the College.

3. A detailed statement of plans for utilizing the time requested. This statement should include such information as the time sequence for completion of any project or plan.

4. A list of foundations, institutions, or other organizations with which the employee will be affiliated during the faculty leave.

5. A complete listing of grants, stipends, and/or wages other than those granted by the institution which will be available to the employee during the time of faculty leave.

6. If there is any travel to be included in the faculty leave, the need must be justified in terms of the proposed project or plan for study.

7. Background information concerning the employee's previous professional or scholarly work, especially in the area of the proposed plan.

8. Supporting letters from appropriate individuals not necessarily associated with the institution may also be submitted if the employee so desires.

9. A statement from the applicant's immediate supervisor regarding the project.

E. Application Approval

FRDB approval of any proposal is subject to further authorization:

1. The business manager must approve all FRDB grants which involve less than five hundred dollars ($500), less than two (2) weeks leave, or travel limited to the Northwest.

2. The president must approve all FRDB grants which involve at least five hundred dollars ($500), two (2) or more weeks leave, or travel out of the Northwest.

3. The Board of Education retains the right to review any and all leaves.

4. Priority will be given to faculty members not receiving funding in the prior year.

F. Faculty Association Release of Funds

Any request for release of funds for an approved FRDB grant must be submitted in writing to the Faculty Association president with three (3) weeks advance notice.

G. Responsibilities Upon Return for Report and Training

1. Short Term Leaves

Upon return to the College from a short-term leave, the recipient will submit a written report to the immediate supervisor, the dean, Association president, and the FRDB summarizing the work completed during the leave and how the new knowledge shall be utilized in the faculty member's college assignments and/or in in-service training for other college staff.

2. Sabbatical Leaves

a. Report: Upon return to the institution from a sabbatical leave, each faculty member shall submit a written report summarizing the work completed during the professional leave and how that work shall be utilized by the person in college assignments. Copies of the report shall be sent to the division areas, the supervising dean, FRDB, College Board, Association president, and College president.

b. Presentation: The faculty member will share the knowledge gained from the leave with other faculty, managers, board members, and other interested persons through workshop(s), or other method(s) deemed appropriate by the dean.

H. Responsibility to the College for Service or Repayment

A service period equal to two (2) times the amount of leave granted will be required upon return. In case the recipient does not return, or does not remain for the specified length of time, compensation provided by the College during the leave shall be returned according to the following schedule:

1. If the recipient does not return, he/she must repay all compensation received during the leave.

2. If the recipient returns for half or less than the specified time, he/she may be required to repay three-quarter (75%) of all compensation received during the leave.

3. If the recipient returns for less than the full specified period, but more than half the period, he/she may be required to repay one-quarter (25%) of all compensation received during the leave.

I. Restrictions

Faculty on paid leave should not engage in employment outside the scope and purpose of the leave proposal. If employment were a part of the project or plan, it would necessarily have to be justified within the terms of the purpose of the faculty leave. The sum of the faculty leave salary and additional funds in the form of grants, stipends, and/or wages shall not exceed the amount of the normally contracted salary for the period of the leave. The faculty members shall file with the business manager upon return a statement on salary and additional funds received for the leave period.

J. Leave Criteria for Retraining

Leave for retraining a faculty member whose assignment was terminated will be considered based on the following criteria:

1. Need for instructor's service at MHCC in the field of retraining.

2. Ability of applicant to master the training based on past experience and academic background.

3. Economic feasibility of the proposal.

K. Course Work

Each faculty member may apply to the FRDB for funds to cover expenditures for course work (limit: two [2] courses per fiscal year). Subject to approval by the FRDB, payment will be at the DCE rate or the actual rate, whichever is less.

L. Workshops, Seminars, Conferences, and Other Short-Term Projects

Requests for funding short-term projects will be evaluated on the same basis as applications for leave with pay (see Section C, Evaluation of Application, above). In addition, the following guidelines pertain:

1. All relevant materials listed in Section D, Application Content, must be included in applications for short-term projects.

2. Unless at least one (1) month lead time is given, FRDB cannot guarantee advance payment.

3. Upon completion, applicants will be expected to submit a written report as outlined in Section G, Responsibility Upon Return.

4. Attendance at conferences will be supported only if:

   a. Division allocations for conferences are expended or inadequate, and

   b. Content or professional experience is sufficient to warrant expenditures. In any case, the faculty member's division should provide as much financial support as possible.

5. Travel and per diem will not be funded unless an overnight stay or out-of-metropolitan-area travel is necessitated by the project. For short-term projects of one (1) week or longer, a reasonable amount to cover food and lodging will be negotiated with the FRDB. Personal expenses will not be funded.

6. Costs of participating, tuitions and/or fees, will be funded; but educational materials that become the personal property of the applicant will not be.

APPENDIX C

ACADEMIC FREEDOM AND TENURE

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them. Institutions of higher education are conducted for the common good and not to further the interests of either the individual faculty member or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applied to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

A. Academic Freedom

1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of the member's other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

3. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her

utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

4. If the administration feels that a faculty member has not observed the admonitions of Section 3.a., Academic Freedom, and believes that the extramural utterances of the faculty member have been such as to raise grave doubts concerning his/her fitness for his/her position, it may proceed to file charges under the Faculty Dismissal Procedure, Appendix F. In pressing such charges the administration should remember that faculty members are citizens and should be accorded the freedom of citizens.

B. Academic Tenure

1. After the expiration of a probationary period, faculty members should have tenure, and their service shall be terminated only for just cause, except in the case of retirement for age.

   In the interpretation of this principle, it is understood that the following represents acceptable academic practice:

   a. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and faculty member before the appointment is consummated.

   b. Beginning with the appointment as a faculty member, the probationary period should not exceed four (4) years.

   c. During the probationary period, a faculty member should have the academic freedom that all other members of the faculty have.

2. Any charges or grievances relating to the termination or dismissal of a faculty member shall be processed through Appendix F.

APPENDIX D

PROBATIONARY PERIOD AND AWARDING TENURE

A. Probationary Period

New full-time faculty members, formally appointed by the Board will serve in a probationary status for a period of four (4) years at MHCC prior to being considered for tenure. Each year of the probationary period must be a full academic year; a full-time faculty member formally appointed by the Board during the year will begin his/her probationary period the following fall. If the probationary period is interrupted by a leave of absence for a year or less, that year will not be counted as part of the probationary period, but the service prior to the leave will be counted as part of the probationary period. If the probationary period is interrupted for more than a year, the faculty member would begin a new, four (4) year probationary period upon his/her return. Only the Board of Education has the authority to grant tenure.

Faculty members who were hired on a seven (7) year tenure track after July 1, 1979, are changed to a four (4) year tenure track with the stipulation they must meet the regular review sequence required and given in the last (2) two years of probationary status.

Faculty members whose salaries are paid in full or in part from federal, state or other non-college grants or aid funds and who otherwise meet the requirements of this paragraph shall be eligible for tenure, provided, however, such members must be Board appointed and paid totally from District funds. They must meet the regular review sequence required and given in the last two (2) years of probationary status after becoming District funded.

B. Evaluation

1. Written evaluations of first-year probationary personnel will be made in the fall term and the winter term. The fall term evaluation is primarily to help the instructor adjust to MHCC. These evaluations will be discussed with the person being evaluated prior to the evaluation being placed in the member's personnel file. The evaluation will be signed by the person being evaluated to indicate he/she has read and discussed it. Provision will be made for the person being evaluated to add his/her comments regarding the evaluation.

2. Written evaluation of second and third year probationary personnel will be made by March 1. These evaluations will be discussed with the person being evaluated prior to the evaluation being placed in his/her personnel file. The evaluation will be signed by the person being evaluated to indicate he/she has read and discussed it; provision will be made for the person being evaluated to add his/her comments regarding the evaluation.

3. Before the first week of spring quarter an individual completing his/her third year of service will be notified, in writing, if he/she may not be continued in service past a fourth year of probationary service.

4. Written evaluation of fourth year probationary personnel will be made prior to the end of the last week of fall term, at which time a recommendation will be made to the president whether to grant tenure or not. When there is a recommendation to grant tenure by those responsible for the evaluation (see below) the tenure review committee will be so notified and will forward the recommendation to the president. When there is recommendation not to grant tenure, the tenure review committee will study the case, make its recommendation to the president, and forward the recommendation(s) to those responsible for the evaluation (see below).

   Written notice by the tenure review committee of its recommendation will be given by the third week of January to the president, and written notice by the president of his recommendation will be given to the Board at the February Board meeting.

C. Tenured Personnel

Written evaluation of tenured personnel will be made at least once each year. In the event that such an evaluation is unsatisfactory, the individual would be urged to make improvements or risk termination for cause.

The immediate supervisors may present the supervising dean with a list of tenured faculty members for whom they recommend formal evaluation be waived for the current academic year. Formal evaluation for tenured faculty members may not be waived for more than one (1) year.

D. Responsibility for Evaluation

The faculty member's immediate supervisor, in consultation with the supervising dean, will be responsible in the evaluation.

E. Notification of Next Year's Status

1. First year through third year probationary personnel shall receive written notice by March 15 of each year of service if a faculty member will not be asked to continue for the next year.

2. Fourth year probationary personnel shall receive written notice prior to the last week of the fall term whether there will be a recommendation to grant tenure or whether there will be a referral to the tenure review committee. Written notice by the tenure review committee of its recommendation will be given by the third week in January to the president. Written notice by the president of his/her recommendation will be given to the Board at the February Board meeting.

   Formal Board action regarding tenure status will be made by the first Board meeting in March. Written notice of the Board's action will be given by the president to the individual by April 1.

F. Tenured Status

Tenure is defined as a continuous appointment contract between a faculty member and the institution for services mutually agreed upon. It is regarded as favorable to both institution and faculty in its promotion of competence, interest in the development of long-range goals and programs, academic freedom, and economic security.

G. Criteria for Tenure

The following are submitted as a guide to the attainment and assessment of effective professional work. Excellence in teaching is a paramount criterion for instructors. The items listed to evidence this excellence are in no particular or priority order. It is understood that no faculty member is expected to excell in all.

1. Effective Professional Work

   Stress on effective teaching methods in community colleges is characteristic of social concern for adequate preparation of more students for continued education, for meaningful employment, and for an enriched and better informed citizenry. For these reasons, tenure and advancement criteria emphasize instructional competence as invaluable to the community college function.

a. Evidence of teaching ability may be established by observation in the classroom, preparation of course outlines and materials, observation of out-of-class contacts with students, and other techniques appropriate to the division.

   The following represents objectives with respect to:

   1) Subject matter

      a) Attainment of the necessary academic and/or experience qualifications in accordance with accrediting agencies or boards and MHCC standards.

      b) Possession of necessary skills with regard to demonstration.

      c) Interest in subject taught.

      d) Academic breadth and perspective; ability to relate subject matter taught to relevant area.

   2) Classroom techniques and responsibilities

      a) Meeting classes regularly as scheduled.

      b) Caring for the mechanics and operation of classes, such as grades and records.

      c) Clear and appropriate presentation of subject matter.

      d) Elaboration of subject matter through concrete illustration, pertinent supplementary information and applications to practical situations.

      e) Stimulation of well-directed discussion.

      f) Arousal of student interest in subject matter and encouragement of independent thought and effort.

g) Organization of course and preparation for each class session.

h) Rapport with class.

i) Utilization of appropriate innovations in methods and materials; updating teaching and evaluating instruments.

j) Adjustment of teaching techniques and subject matter to the range and ability within each class.

k) Contribution to atmosphere suitable for learning.

l) Development of student ability to appreciate and engage in critical thinking.

m) Breadth and diversity of interests; activities and interests which enable the teacher to develop deeper understanding of his/her students.

n) Evaluation of student progress with emphasis on understanding rather than memorization.

o) Motivation of students to reach potential and to raise their level of aspiration.

p) Responsibility in setting high standards of achievement for students and in assisting in such realization.

q) Respect for students and acknowledgement of their questions.

r) Responsibility for clear communication of the objectives of the courses and basis upon which the student will be evaluated.

b. Evaluation of instructors is the primary responsibility of their immediate supervisor. He/she must prepare a written evaluation each year (two [2] in the first year) for his/her supervisor. If possible, this evaluation should include student comments and self-evaluation. The supervisor will add his/her comments, even if no more than his/her concurrence and forward it to the supervising dean.

c. Evidence of effective professional work as a counselor may be established by observation in the counseling center and the student center, preparation of written reports and materials, and other techniques appropriate to counseling.

d. Evaluation of counselors is the primary responsibility of their immediate supervisor. He/she must prepare a written evaluation each year (two [2] in the first year) for the superivsing dean. If possible, this evaluation should include student comments and self-evaluation. The dean will add his/her comments, even if no more than his/her concurrence.

e. Evidence of effective professional work as a faculty member in the learning resource center may be established by observation in the learning resource center, preparation of written reports and materials and other techniques appropriate to learning resource center practices.

f. Evaluation of librarians is the primary responsibility of the immediate supervisor. He/she must prepare a written evaluation each year (two [2] in the first year) for the supervising dean. If possible, this evaluation should include student comments and a self-evaluation. The dean will add his/her comments, even if no more than his/her concurrence.

2. Performance as a Member of the Faculty

   a. Evidenced by:

      1) Work on faculty and other college committees.

      2) Co-curricular involvement with students.

      3) Contribution as an academic advisor.

4) Contributions to curriculum development.

5) Effective and willing assumption of responsibility.

6) Interest in individual students as evidenced by ready availability for personal conferences and normal discussion; patient assistance to students with their problems.

7) Personal and professional integrity.

8) Contributions made over a period of time to the community which reflect credit on Mt. Hood Community College.

9) Cooperation with and involvement in service, civic, and social organizations wherein not only the staff member but also the community and the College derive benefit.

b. Evaluation of performance as a member of the faculty will be the responsibility of the same individuals listed under Section G.1., Effective Professional Work. If possible, self-evaluation will be included.

3. Professional growth

a. Evidenced by:

1) Active participation in professional associations, conferences, seminars, and workshops.

2) Evidence of continued and independent study; graduate work periodically.

3) Instructional research.

4) Personal contribution to subject area discipline.

5) Professional honors.

b. Evaluation of professional growth will be the responsibility of the same individuals listed under Section G.1., Effective Professional Work. If possible, self-evaluation will be included.

H. Tenure Review Committee

Tenure may be granted upon issuance of the fifth-year contract. Recommendations for tenure shall be made to the president of the College or through the tenure review committee. The president will present all recommendations, including his/her own, to the Board of Education for final approval.

1. A tenure review committee shall be created by the Faculty Association to carry out the specified provisions in Appendices D and E.

2. Membership on the tenure review committee shall include four (4) from management and five (5) from faculty, selected both for adequate representation and personal stature and ability.

    a. Members will serve on a rotating basis, with three (3) replaced after one (1) year, three (3) after two (2), and three (3) after three (3) full years have been reached, after which all members will serve a three (3) year term.

    b. Faculty members will be appointed by the senate of the Faculty Association. Management members will be appointed by the College president.

3. The committee procedures will:

    a. Incorporate the established criteria for tenure.

    b. Make clear to candidates for tenure its recommendations, and, if negative, its reasons. Prior to not recommending a candidate for tenure, the committee will provide the candidate an opportunity to present other evidence that may affect its final recommendation.

    c. Decisions shall be made on the basis of a secret majority vote of all members of the committee.

I. Tenure Contract Period

Since all contract periods do not fall into the normal fall-winter-spring pattern and since some personnel serve on non-district funds for longer than the four (4) year probationary period, special arrangements will be made in their regard as to the timelines stated. The process of review and notification, however, shall correspond to the procedures as stated in this appendix.

APPENDIX E

APPEAL PROCEDURE FOR TENURE REVIEW COMMITTEE

Step 1

Those faculty members who are eligible but have not been recommended for tenure will be notified of the reasons, in writing, by the immediate supervisor prior to the last week of fall quarter. A copy will be sent to the tenure review committee and to the president and personnel office. Within seven (7) days, upon receipt of such notice, the tenure review committee will send letter A* to the faculty member.

Step 2

If the tenure review committee receives a letter of intent to appeal, the chairperson for the tenure review committee must notify the faculty member, the member's immediate supervisor, the supervising dean, the College president and personnel office within seven (7) days of receipt of letter for appeal of such times when an appeal may be heard. Appeals must be heard prior to the third week of winter term.

Step 3

The tenure review committee will check the procedures that have been followed for tenure recommendation to ascertain that they were in accordance with due process as required by the regulations of the College. They will also review the basis for and the evidence related to the withholding of tenure. They will make their final recommendation to the president indicating their findings on each of the above and their recommendations as to whether tenure should or should not be granted. These statements will be in writing and signed by the chairperson of the tenure review board and given to the president of the College by the third week in January. Copies will be sent to the faculty member, the immediate supervisor, the supervising dean, the College president, the Faculty Association president and the personnel office.

Step 4

Upon presenting its recommendation to the College president, the tenure review committee will send letter B** to the faculty member.

*Letter A

The tenure review committee has received a copy of the notice of non-recommendation. The tenure review committee has been charged with the responsibility of reviewing all tenure matters. In reviewing any appeals to a non-recommendation, it has the authority to: (a) request reconsideration by the area manager or (b) forward the recommendation of the area manager and the tenure review committee to the president even though they differ.

Should you wish to appeal the decision of your immediate supervisor to the tenure review committee, written notice from you of such intent must be received by the chairperson of the tenure review committee by the end of fall term.

The present chairperson of the tenure review committee is:

Name ______________________ College Phone __________

Address ______________________ Home Phone __________

Your rights in this appeal are:

1. To appear alone or with any other person of your choice to advise or assist you.
2. To refuse to testify or to answer any questions if such testimony or answers would tend to incriminate you.
3. To be confronted with the evidence against you.
4. To present evidence in your behalf.

After the tenure review committee receives your letter of intent to appeal, the chairperson must notify you within seven (7) days of such times when an appeal may be heard. Such appeal must be heard prior to the third week of winter term.

**Letter B

The tenure review committee has sent the following recommendations to the president.

The tenure review committee recommends:

____

At this point it is necessary to understand several procedural matters.

1. The major function of the tenure review committee is to supply the president with additional information and its recommendation in accordance with Step 3, Appendix E.
2. The president will submit his recommendation along with the immediate supervisor's recommendation for the College Board.
3. The College Board makes the final decision.

APPENDIX F

FACULTY DISMISSAL PROCEDURE

MHCC endorses the procedural standards in faculty dismissal proceedings below, which were developed from the AAUP 1958 "Statement on Procedural Standards in Faculty Dismissal Proceedings," with the additional stipulation that all testimony given in such proceedings be sworn testimony. The president shall designate a manager to assist in the procedural matters of any such case.

STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS

This statement deals with procedural standards. Those recommended are not intended to establish a norm in the same manner as the 1940 Statement of Principles on Academic Freedom and Tenure, but are presented rather as a guide to be used according to the nature and traditions of particular institutions in giving effect to both faculty tenure rights and the obligations of faculty members in the academic community.

A. Procedural Recommendations

1. Preliminary proceedings concerning the fitness of a faculty member

When reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate supervisors should ordinarily discuss the matter with him/her in personal conference. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, a standing or ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations should informally inquire into the situation, to effect an adjustment if possible and, if none is effected, to determine whether in its view formal proceedings to consider this dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the College president, even after considering a recommendation of the committee favorable ot the faculty member, expresses his conviction that a proceeding should be undertaken, action should be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal should then be jointly formulated by the College president and the faculty committee; if there is disagreement, the College president or his/her representative should formulate the statement.

2. Commencement of formal proceedings

The formal proceedings should be commenced by a communication addressed to the faculty member by the president of the institution informing the faculty member of the statement formulated, and informing him/her that if he/she so requests within ten (10) faculty working days upon the notification, a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. Failure to request a hearing shall result in the College making a decision based on existing evidence.

In setting the date of the hearing, sufficient time should be allowed the faculty member to prepare his defense. The faculty member should be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him. The faculty member should answer in writing, not less than one (1) week before the date set for the hearing, the statements in the president's letter.

3. Suspension of the Faculty Member

Suspension of the faculty member during the proceedings involving him/her is justified only if immediate harm to himself/herself or others is threatened by his/her continuance. Unless legal considerations forbid, any such suspension should be with pay.

4. The committee of faculty members to conduct the hearing and reach a decision should either be an elected standing committee not previously concerned with the case or a committee established as soon as possible after the president's letter to the faculty member has been sent. The choice of members of the hearing committee should be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee should elect its own chairperson.

5. Committee Proceeding

The committee should proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. The committee, in consulation with the College president and the faculty member, should exercise its judgement as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the College president's letter to the faculty member should be received.

The College president should have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case; but the committee should determine the order if proof, should normally conduct the questioning of witnesses, and, if necessary, should secure the presentation of evidence important to the case.

The faculty member should have the option of assistance by counsel, whose functions should be similar to those of the representative chosen by the College president, and have the aid of the committee, when needed, in securing the attendance of witnesses.

The faculty member or his/her counsel and the representative designated by the College president should have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member should have the opportunity to be confronted by all witnesses adverse to him/her. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his/her statement, should nevertheless be disclosed to the faculty member.

Subject to these safeguards, statements may, when necessary, be taken outside the hearing and reported to it. All of the evidence should be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

6. Consideration by Hearing Committee

The committee should reach its decision in conference, on the basis of the hearing. Before doing so, it should give opportunity to the faculty member or his/her counsel, and the representative designated by the College president to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion may be desirable. Publicity concerning the committee's decision may properly be withheld until consideration has been given to the case by the Board of the institution. The College president and the faculty member should be notified of the hearing. Any release to the public should be made through the College president's office.

7. Consideration by the Board

The College president should transmit to the Board the full report of the hearing committee stating its action. On the assumption that the Governing Board has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the Board chooses to review the case, its review should be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principal at the hearing or their representatives. The decision of the hearing committee should either be sustained or the proceeding be returned to the committee with objections specified. In such a case the committee should reconsider, taking account of the stated objections and receiving new evidence if necessary. It should frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration should the Board make a final decision overruling the committee.

8. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statement about the case by either the faculty member or managers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision should include a statement of the hearing committee's original action, if this has not previously been made known.

PORTLAND
COMMUNITY
COLLEGE
12000 S W 49th Avenue
Portland, Oregon 97219

#10575
Rev 6/84

FACULTY AGREEMENT

Agreement Between Portland Community College District and Portland Community College Faculty Federation

September 1, 1986 - August 31, 1989

PREAMBLE

The Board and Federation share a desire to further the educational goals of the college in accordance with Oregon Revised Statute 341.009 and recognize that a major factor in pursuit of this goal is a harmonious and mutually supportive relationship.

ARTICLE 1 - DEFINITIONS

1.1 "Federation" shall mean the Portland Community College Faculty Federation, Local 2277, American Federation of Teachers, Oregon Federation of Teachers, American Federation of Labor/Congress of Industrial Organizations, which is the certified representative for both full-time and adjunct faculty bargaining units.

1.2 "Board" shall mean the Board of Education of Portland Community College District as the elected representatives of the citizens of the Portland Community College District.

1.3 The word "management" used herein refers to the Board or to the management employee to whom the Board has delegated its authority.

1.4 "Faculty member" shall mean any person who is a member of the bargaining unit.

1.5 "President" shall mean the president of Portland Community College.

1.6 "Management employees" as referenced in 1.3, shall include vice presidents, executive deans, directors, associate deans, department administrators and/or other titles as may be designated by the college president.

1.7 "Employee" shall mean any person under the direction and supervision of the college, whether a faculty member or not.

1.8 "Student" shall mean any person enrolled in a course at the college.

1.9 "College" shall mean the institution of Portland Community College which includes students, faculty, classified employees and management.

1.10 "Campus" shall mean a comprehensive college facility operated and maintained by the college that includes lower division collegiate, vocational education, community and student services.

1.11 "Center" shall mean an educational service center operated and maintained by the college to meet special and unique needs of the district and local residents by providing specialized vocational-technical education, general education and community and student service activities.

1.12 "Other facilities" shall mean all other locations used by the college to supplement its campus and center environments to make education accessible to all residents of the district.

1.13 "Department" shall mean an organizational unit of either central administrative services or of a campus/center which groups together services and/or instructional programs.

1.14 The academic and fiscal year shall mean the calendar year July 1 to June 30.

1.15 All references herein to employees, faculty members and students include both sexes.

1.16 The singular number shall include the plural where appropriate in the contract.

1.17 The word "shall" is mandatory and the word "may" is permissive.

ARTICLE 2 - RECOGNITION

2.1 The Board recognizes the Federation as the exclusive bargaining agent pursuant to Oregon Revised Statutes Chapter 243, for all full time faculty members (teaching faculty, counselors, and librarians) of Portland Community College. The Federation recognizes the Board as the statutory governing authority for Portland Community College.

2.2 The bargaining unit consists of all full time teaching faculty, counselors, and librarians, defined as those on temporary, probationary, continuous or special annual contracts for 180 days or longer and excluding all other employees.

2.3 Management shall not reclassify a faculty member to a position not included in the bargaining unit without the faculty member's consent.

2.4 Management will attempt to meet the instructional, counseling and librarian needs of the College through the employment of full-time faculty, when warranted by program needs and when economically feasible.

ARTICLE 3 - NONDISCRIMINATION

3.1 The Board and Federation agree that the provisions of this agreement shall be applied equally to all faculty members without discrimination as to race, creed, religion, color, national origin, physical handicap, age, sex, sexual preference, height-weight ratio, marital status, organizational affiliation, or political affiliation.

3.2 Allegations of violations of article 3.1 above or of federal or state laws shall be excluded from the grievance procedure in article 33 of this agreement. Such complaints shall be processed through the college discrimination complaint procedure or the appropriate federal or state agencies. However, complaints of discrimination based on sexual preference or height/weight ratio shall be processed through the grievance procedure beginning at the President's level after exhaustion of the College's discrimination complaint procedure.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Subject to the provisions of state and federal statute and this agreement, management retains full right and authority to manage and administer the College and its staff. This includes, but is not limited to, establishment and management of properties, resources and facilities; determination of the administrative organization; determination of the financial policies of the College; the appointment, direction, evaluation, discipline and supervision of employees; the right to determine educational programs, curriculum and services of the College; and the number and location of job positions required.

4.2 Nothing in this agreement shall limit in any way management's right to contract or subcontract work nor shall require management to continue in existence any of its present programs in their present form and/or location, nor on any other basis. This, however, does not limit the Federation's right to bargain the impact of such decisions.

ARTICLE 5 - FEDERATION RIGHTS

5.1 In order for the Federation to be kept informed of the development of Board policy and to contribute thereto:

5.11 Copies of agendas and background materials furnished Board members for matters to be discussed other than in executive session shall be sent to the Federation president at the same time as to the Board members.

5.12 Space at a table shall be provided the Federation president or designee at open Board meetings.

5.13 Subject to Board rules governing time, the Federation president or designee shall, upon request to the clerk of the Board prior to the start of the meeting, be offered the opportunity to speak on agenda items prior to Board action.

5.14 The Federation president may submit items for the Board agenda provided that a written request along with any background materials is filed with the College president one week in advance of the Board meeting at which such is to be discussed.

5.15 Copies of minutes of Board meetings will be furnished to the Federation president.

5.2 Management shall provide the Federation with a copy of any publicly distributed document upon request to the director of Employee Relations. The Federation upon its request to the director of Employee Relations shall be placed on any regular College mailing list. Requests for any other information needed by the Federation to function as the exclusive bargaining unit representative shall be submitted to the director of Employee Relations in writing, with any costs for the reproduction and/or compilation of the data paid by the Federation.

5.3 Annually in October, management shall furnish the Federation with a current list of the names, addresses and campus locations of all persons in the bargaining unit. In March of each year, the Federation shall be provided with a list of subsequent new hires, home addresses and campus locations. All information so supplied by the College will be held confidential by the Federation and used only for Federation business.

5.4 The Federation shall have the right to use College owned duplicating equipment and personal computers when not in conflict with College use, for the purpose of producing informational material for faculty members. College supplies or operational time shall be at the expense of the Federation. All charges shall be assessed in accordance with the schedule established by the College.

5.5 Faculty bulletin boards shall be designated at each campus/center for Federation use. The Federation shall have the right to use faculty mail boxes and local telephone service for the purpose of communicating with faculty members. The Federation shall have the right to use the College mail service and other channels of communication on the same basis as is afforded to other College organizations. All distributions shall clearly indicate the Federation as the distributor of the material.

5.6 The Federation shall have the right to use College meeting facilities for Federation business in accordance with procedures established for use by College organizations.

5.7 Management shall provide the Federation with space on the Sylvania campus for use by the two bargaining units which it represents and adequate for two standard desks and two filing cabinets. The Federation will furnish all equipment it desires except one telephone, which shall be furnished by the college. The Federation shall reimburse the college for all long distance calls.

5.8 Even though the Federation is the elected representative of both full-time and adjunct faculty bargaining units, there shall be no requirement for management to duplicate any of the provisions of this article.

5.9 Annually, the Federation shall supply the director of Employee Relations with a list of its officers for use by the College in fulfilling the provisions of this agreement.

5.10 The Board shall provide released time for the Federation president, executive vice president and members of the Federation negotiation committee:

5.101 The Federation president and the Federation executive vice president shall each receive released time equal to one-fifth (1/5) of the standard departmental teaching load (or in the case of a counselor or librarian, 6 of the 30 student contact hours) for the term of office.

5.102 The negotiation team shall consist of three members, who shall receive released time equivalent to 1/5 of a standard department load (or 6 of the 30 student contact hours if a counselor or librarian) during Fall term 1988; and for one additional term if negotiations are not completed during Fall term 1988.

ARTICLE 6 - DUES DEDUCTION & FAIR SHARE

6.1 Management shall deduct monthly Federation dues from the paychecks of those employees who request in writing that such deductions be made. The amounts to be deducted shall be certified to Management by the treasurer of the Federation.

6.2 The Federation may conduct one fair share election for employees in this bargaining unit per year of this agreement under the following conditions:

6.21 The election shall be conducted by a qualified neutral third party; i.e., state mediator, League of Women Voters, etc.

6.22 A simple majority of those voting shall determine the outcome of the fair share election, provided that a majority of the bargaining unit votes in the election.

6.23 The Federation shall notify the management contract administrator of the outcome of the fair share election and of its compliance with article 6.2, 6.21 and 6.23 of this agreement. If the vote determines that fair share is the choice of the bargaining unit, management shall implement the fair share provisions of this agreement (articles 6.3 and 6.4) within 60 days of the receipt of the Federation notification by the management contract administrator.

6.3 All bargaining unit employees shall, except as provided in section 6.3, as a condition of employment, either become and remain members in good standing of the Federation or pay a monthly fair share fee in lieu of dues, commencing with the first full paycheck following the date of hire.

6.31 Management shall deduct monthly fair share fees from the paychecks of those employees who have not authorized dues deductions per 6.1. The amounts to be deducted shall be certified to management by the treasurer of the Federation, provided that fair share fees shall not exceed regular Federation monthly dues.

6.4 The Federation and management agree that the rights of non-association of any employee, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall be safeguarded. Such employee shall pay an amount of money equivalent to regular Federation dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Federation. The employee shall furnish written proof to management that this has been done. Management shall then notify the Federation in a timely manner of the affected employee's compliance. This will be done on a calendar year basis.

6.5 Management shall remit the aggregate deductions of Federation dues and fair share fees for the preceding month, together with a listing identifying the employees for whom deductions are being paid, to the Federation treasurer by the 10th of the month after such deductions are made.

6.6 The Federation agrees that the College shall be held harmless from any lawsuit or judgment involving compliance with this article.

ARTICLE 7 - CONTRACT ADMINISTRATION

At the request of either party and at mutually agreeable times, representatives for management and the Federation shall meet for the purpose of discussion of any matters of common interest arising out of the administration of this contract. These meetings are not intended to bypass or substitute for any grievance or other review procedure of this contract and shall not involve any renegotiation of this contract, nor shall they obligate the parties to modify any rights or duties they have hereunder.

ARTICLE 8 - Faculty Participation

8.1 Since many of the management functions of the College will be enhanced by the information, suggestions or advice furnished by faculty members, other employees, students, and the public, management may establish and designate membership on committees.

8.2 The primary vehicle for faculty involvement in matters related to curriculum shall be the Subject Area Curriculum Committees. The composition and responsibilities of these committees shall be as determined by the policies and procedures of the College Educational Services Division. The responsibilities and functions of these committees will include:

8.21 Instructional material selection. The selection of textbooks and other student-purchased learning materials is the responsibility of faculty through the Subject Area Curriculum Committees. The coordination of selection activities, procedures for ordering the instructional materials, and the determination of what constitutes reasonable costs to students are management responsibilities. If it is necessary for management to reject a selection, the reasons for such rejection shall be stated in writing to the appropriate Subject Area Curriculum Committee, and representatives of management shall meet with the Subject Area Curriculum Committee to resolve the problem.

8.22 Curriculum development. Faculty has the responsibility for the development of new courses and the major revision of existing courses through the Subject Area Curriculum Committees. Management has the responsibility for determining, establishing, coordinating, and approving the curriculum. Both management and faculty share in the responsibility for the evaluation of curriculum. It is understood that management has the ultimate responsibility for the College curriculum.

8.23 Instructor qualifications. Subject Area Curriculum Committees shall review and recommend education and experience prerequisites for faculty positions, when requested by management. Such recommendations are advisory only and are subject to revision as management deems necessary.

8.3 Individual faculty members and the Federation may submit suggestions for the preparation of College budgets, the annual calendar of instruction, and term class schedules. Any suggested revisions and/or comments shall be submitted in writing in a timely manner. Whenever collegewide committees are established to make recommendations on these matters, the Federation will be notified and may appoint at least one faculty member to the committee. Management may appoint such other members on the committee, including faculty, as it deems appropriate.

8.4 In the event the Board decides to establish a committee to assist it in the selection of a new president, the Federation will be notified and may submit recommendations as to the composition of the committee and nominate members of the faculty for possible appointment by the Board to the committee. The Board will determine the composition of the committee, which will include at least one Federation representative, and may appoint such other members on the committee, including faculty, as it deems appropriate.

8.5 When management determines that the position of a department administrator, dean, or vice president is to be filled, at least one faculty member will be appointed to the screening committee.

ARTICLE 9 - APPOINTMENT OF FACULTY MEMBERS

9.1 Faculty members shall be appointed by management as teaching faculty, counselors, or librarians. It is understood that the role of faculty in the screening process is an advisory one and that faculty should have the opportunity to be involved significantly in the screening process. Faculty agree to follow the personnel procedures and the affirmative action/equal opportunity policies of the College in screening job applicants.

9.11 Full-time annually budgeted open faculty positions will be advertised and screened according to established personnel procedures. A screening committee shall be established which will include faculty members who are willing to serve without additional compensation. Only if there are no faculty members willing to so serve shall a screening committee be convened without faculty representation and article 9.1 and its subsections shall not apply.

9.12 The composition of the screening committee shall be:

a) The department administrator, who shall be the screening committee chairperson.

b) At least two faculty members from the department augmented by one representative of the collegewide subject area faculty (if any). A majority of the committee members will be faculty.

c) If there is no ethnic minority nor female representation on the committee, or if there are no faculty members with expertise in the department, management may appoint faculty members from closely related subject areas or may appoint individuals external to the College who possess such expertise.

9.13 When management decides to convene a collegewide screening committee instead of a campus department committee (9.11), the composition of that committee shall be as follows:

a) Department administrators: There may be a department administrator from each campus or center involved (a minimum of one and a maximum of four). One of the department administrators shall be appointed as screening committee chair.

b) Faculty: There shall be one faculty member from each campus who is of the same discipline as represented by the position opening. If there is no faculty member in that discipline from one or more of the campuses, selection shall be made from faculty in that discipline from other campuses.

c) An additional faculty member from the discipline shall be added whenever necessary in order to provide a majority of faculty members on the committee.

d) If there is no ethnic minority nor female representation on the committee, the provisions of 9.12 (c) shall apply.

9.14 The screening committee will make unranked recommendations (usually three) to the appropriate executive officer or designee, who will forward them to the president of the College with a recommendation.

9.15 If none of the applicants recommended by the screening committee is appointed, the executive officer or designee shall meet with the screening committee for discussion of the matter and to review the selection criteria. The committee shall then reconvene to reconsider its recommendations. The committee shall forward to the executive officer or designee either a new list of recommendations or its reasons for adhering to its original list. If the executive officer or designee appoints an applicant not recommended by the committee, the executive officer shall communicate in writing the reasons for doing so.

9.16 Initial appointments may be made to faculty positions without advertising under exceptional circumstances which could include:

9.161 Position requirements include unusual technological requirements or education, training or skills which are hard to fill, and a special search is necessary.

9.162 Urgent need to fill an open position to meet student need caused by death or unexpected resignation of a faculty member, or college receipt of a specially funded position which needs to be filled immediately.

9.163 A qualified minority or member of a disadvantaged group is known to management in accordance with College affirmative action policy.

9.164 A management employee who has not held a prior faculty appointment with the College or a management employee who has not had a faculty position with the College within the last five years may be appointed to a vacant faculty position for which qualified. The screening procedures in article 9.17 will apply to such appointments.

9.1641 Upon appointment to the faculty, those who have not held a prior faculty appointment with the College will receive a first year probationary contract.

9.1642 Upon reappointment to the faculty, those who held prior faculty appointment shall be granted the same contract status held previously as a faculty member and shall receive a comprehensive evaluation if it has been three years or more since the prior faculty appointment.

9.1643 Placement on the faculty salary schedule shall be commensurate with years of service to the College.

9.17 In exceptional cases where appointments need to be made without advertising, management will convene a screening committee, as defined in 9.12 or 9.13, to assist management and review the qualifications of the proposed faculty member(s), in accordance with College personnel procedures. If an individual not recommended by the screening committee is hired, the executive officer (or designee) shall meet with the committee to inform them of the reasons and shall state those reasons in writing.

9.2 Appointment Contracts

9.21 All contracts for the appointment of teaching faculty, counselors, and librarians at Portland Community College shall be in writing with a copy furnished to the faculty member. Any subsequent extensions or modifications of an appointment contract and any special understandings or amendments shall be made only by mutual agreement in writing between management and the faculty member, with a copy to the faculty member and the Federation. Any notices incumbent upon either party will be stated or confirmed in writing and a copy will be given to the faculty member.

9.22 Each faculty member employed by Portland Community College shall have one of the following contracts of appointment: a contract of probationary appointment, a contract of continous appointment, a contract of temporary appointment, or a contract of special appointment.

9.3 Probationary Appointment

9.31 This type of appointment is used for the appointment of a faculty member to a regularly established and budgeted position and shall be for one year, subject to renewal as determined by management. Probationary faculty members shall be notified of non-renewal by March 31. Such non-renewal may be appealed, using the same procedure as for the dismissal of a probationary faculty member under article 31.61. However, the grievance shall be settled at or below the level of the College president and shall not be subject to further review under the terms of this agreement.

9.32 The probationary period shall be of three years' duration unless management determines that it is necessary to extend the probationary period for a fourth or fifth year. In these instances, the faculty member shall be notified in writing of such extension and the reasons. This notification shall occur by March 31 of appropriate year. In no case shall the probationary period exceed five years.

9.33 The probationary appointment may not be terminated by management before the end of the term of appointment except under the provisions of article 31.61 or article 32.

9.4 Continuous Appointment

9.41 This type of appointment is made upon satisfactory completion by the faculty member of a period of service under the probationary appointment contract. The continuous appointment contract shall not be terminated by management or the faculty member except as provided in this agreement.

9.42 A continuous appointment faculty member may be granted up to and including a three year leave of absence in order to assume a position with the College as an annual management employee without terminating continous appointment status as faculty member. Seniority as a faculty member will continue to accrue during this three year period.

9.421 Upon termination of the annual management contract at the end of a contract year, the employee will return to active faculty status the following year. If no vacant faculty position exists because of an overstaffing situation, the layoff procedures in article 32 shall be followed if continous appointment staff are potentially affected.

9.422 The faculty member shall receive a comprehensive evaluation during the first year of return to active faculty status if the faculty member has been on leave of absence for three years or more.

9.5 Temporary Appointment

9.51 This type of appointment is used for the employment of a faculty member to fill a full-time budgeted position. Temporary appointments are for one year, subject to annual renewal for a maximum of two years. If a temporary appointment is made to replace a faculty member on leave of absence to accept a management position with the College, such temporary appointment may be held for a maximum of three years. The reasons for the temporary appointment shall be stated in writing in the contract.

9.52 A temporary appointment may be non-renewed or may be terminated at the discretion of management without review under the terms of this agreement.

9.53 If the temporary appointment is immediately followed by a probationary appointment, the time on temporary appointment shall be credited towards the completion of the probationary period as defined in article 9.32 provided that all the professional improvement requirements article 13.2 are met prior to the granting of continous appointment.

9.6 Special Appointment

This type of appointment is used for employment of faculty members in special contract programs which are entirely or largely funded by sources other than local taxes, tuition, and state FTE appropriations and which have not been established as permanent College programs. Such special appointment may be made for the fiscal year of a special funded contract program. This special appointment shall carry all the rights and obligations of a regular probationary or continuous appointment under the terms of this agreement except that it is subject to termination or reduction at any time that funding for the program as described above is reduced or terminated, without review under the provisions of this agreement and without further payment by the College. Movement from special probationary to special continuous appointment status shall take place according to article 9, sections 9.3 and 9.4.

When a special appointment faculty member is hired to a regular faculty position, the time spent on special appointment shall be counted towards seniority, contract status and step advancement on the faculty salary schedule, provided that there has not been a break in service to the College.

9.7 Resignation/Retirement

9.71 In order to provide the College with sufficient time to recruit and hire replacements, faculty members will, whenever possible, provide at least six months' prior notice of resignation or retirement. In extenuating circumstances, a shorter notification period will be acceptable.

9.72 Such written notices shall be submitted to the faculty member's department administrator.

ARTICLE 10 - PROFESSIONAL DUTIES OF FACULTY MEMBERS

The professional duties listed in this article are those for which the faculty member is evaluated and compensated. Department assignments may be more specific. These professional duties will be performed under the supervision of management.

10.1 All faculty members (teaching faculty, counselors, and librarians) shall perform the following duties in a professional manner:

- 10.11 Attend and participate in collegewide, campus/center division, department, and program meetings and activities.
- 10.12 Serve on subject area curriculum committees and such other college committees as may be assigned.
- 10.13 Assist in the recruitment of students.
- 10.14 Provide advising, registration, and guidance assistance to students.
- 10.15 Provide professional assistance to staff and students.
- 10.16 Provide information and faculty assistance on college operations.
- 10.17 Compile and/or research data.
- 10.18 Provide services to students in a manner which does not discriminate as to race, creed, religion, color, national origin, handicap, age, sex, sexual preference or marital status.
- 10.19 Develop a written statement of professional goals.

10.2 Teaching faculty, consistent with the requirements and standards of the department and the qualifications of individual teaching faculty, shall:

- 10.21 Be responsible for guiding assigned students in meeting their respective educational goals, exercising professional judgment based upon adequate professional knowledge of the subject matter, needs of the individual students, teaching strategy, inter-personal relationships and teaching theory.
- 10.22 Revise/develop courses and curriculum. The development of new courses or the major revision of

existing courses shall be in accordance with article 11.237.

10.23 Instruct students, using approved course content guides developed by collegewide subject area faculty.

10.24 Test, evaluate and grade the performance of students.

10.3 Librarians, consistent with the requirements and standards of the department and the qualifications of the individual librarian, shall:

10.31 Be responsible for providing library, media center, and related services for the College, exercising professional judgment based on adequate knowledge of library service and media technology.

10.32 Compile data, supervise students, perform reference work, perform cataloging, inventory, and materials control duties, assist students and staff in selection and purchase of materials.

10.4 Counselors, consistent with the requirements and standards of the department and the qualifications of the individual counselor, shall:

10.41 Be responsible for counseling and guiding any assigned or requesting students and special program students in meeting their respective educational, personal, social and vocational goals, using judgment consistent with standards of the American Association for Counseling & Development, and based upon adequate knowledge of counseling practices, methods, techniques, interpersonel relationships and community resources.

10.42 Exercise professional judgment in determining where to counsel students to afford the appropriate level of confidentiality.

10.43 Administer and/or interpret appropriate standardized tests that are made available by the counseling department.

10.44 Provide evaluation of learning problems through the use of tests, counseling, and consultation.

10.45 Assist management in revising, updating and evaluating career exploration and testing programs.

10.46 Provide consultative support services to College staff.

10.47 Provide group counseling sessions, seminars, workshops and career or personal development classes with reasonable time allowed for preparations. The individual counselor's preference shall be given serious consideration in making assignments. Assignments to career or personal development classes shall not exceed 20 percent of the term workload, without the consent of the individual counselor.

ARTICLE 11 - FACULTY WORKLOAD

11.1 Each full-time faculty member shall have a 180-day work year with a 35-hour work week as defined in paragraphs 11.2, 11.3 or 11.4.

11.11 The 35-hour work week shall be scheduled on a five consecutive days a week basis unless management designates a four day per week schedule. A management designated four-day work week, containing a 35-hour work week, shall equal five work days toward fulfillment of the 180-day work year.

11.12 Faculty will be notified of their assigned campus location and scheduled contract work days for the ensuing year prior to the end of spring term.

11.2 Teaching Faculty Workload

11.21 The 35-hour work week shall include a minimum of 30 hours on campus and shall be spent instructing, advising or tutoring students, or performing other tasks related to instruction.

11.211 Of the 30 hours, the time not involved in assigned instruction will be used as follows: 70% available for student advising, 30% for other professional tasks as stated in article 10 of this agreement. The indicated normal division of time may be modified by mutual consent of the teaching faculty and management. Student advising shall take priority over course preparation and evaluation of student performance. Course preparation and evaluation of student performance shall be completed over and above the 30 hour per week on campus requirement.

11.212 It is understood that non-teaching days will consist of seven (7) hours of professional duties and when assigned will constitute an exception to the 30 hours on campus work week.

11.213 Inasmuch as most preparation and evaluation are to be completed outside of the 30 hour on-campus work week, teaching faculty will be required to spend at least five additional hours at these tasks off campus (e.g., a home office).

11.22 Instructional contact hours will be assigned by management based on the primary method of instruction (lecture, lab, shop, etc.) as specified in the College course content guide for each course.

The weekly instructional contact hour load for a three-term academic year will not exceed the following averages without teaching faculty consent:

Lecture	15-16 hours
Lecture/ Laboratory	18-20 hours
Laboratory	20-25 hours
Shop	22-25 hours
Field Experience, Clinical or Directed Practice & Exempted Programs	25-35 hours

If a teaching faculty member is assigned courses from more than one of the aforementioned categories, total load will be prorated.

11.222 Definitions

11.2221 An instructional contact hour is defined as the number of clock hours assigned to the teaching faculty in the official College class schedule.

11.2222 Lecture is defined as that activity which is granted one credit hour for each hour of student contact.

11.2223 Laboratory is defined as an activity which is granted one credit hour for each two to five hours of student contact.

11.2224 Lecture/Laboratory is defined as a combination assignment comprising those activities specified in 11.2222 and 11.2223.

11.2225 Shop is defined as an on-campus industrial activity consisting of a variety of instructional activities (such as lecture/discussion) with credit hour allocation as specified in 11.2223 above.

11.2226 Field experience and directed practice are defined as off-campus activities with credit hour allocations as per 11.2223.

11.2227 Exempted Programs: Air Frame and Food Service programs

11.223 The normal instructional contact hour load for teaching faculty who teach nine lecture hours of management-designated writing courses shall be twelve hours of lecture courses. This calculation is based on the premise that teaching faculty will spend at least two hours in writing conferences and writing analysis activities for every three hours of lecture. Individual conferences will be held with students in designated writing courses at least twice during the term. Course content guides will reflect the minimum number of student conferences and minimum number of papers to be written by students. SACC's may request in writing that courses become designated writing courses. If this request is denied, the reasons for denial shall be issued in writing to the SACC. This decision may be appealed by the SACC to the president or the president's designee for a final decision.

11.224 It is recognized that rapid technological change may require frequent change in course materials. When such courses have been identified by the teaching faculty and the department administrator and are approved by the campus executive deans and the vice president of Educational Services, such laboratory or shop hours shall be counted as lecture hours when determining workload.

11.23 Assignments

11.231 The department administrator shall assign teaching faculty for student advising during registration periods. This period of registration will extend from three weeks prior to the start of fall term classes through the two weeks following the end of spring term. Consideration will be given to scheduling the non-teaching days in at least two- to three-day blocks, and to the rotation of assignments during Christmas and spring breaks. Teaching faculty assigned non-teaching days during the two weeks following the end of spring term will not be assigned during the first week of the fall term registration period. The individual teaching faculty's preference shall be taken under advisement in making registration advising assignments, provided the teaching faculty's timely requests are made in writing to the department administrator. Assignments for student advising during any period other than that described above will be made only with the consent of the teaching faculty. Evening registration assignments of up to four hours shall be credited as one-half a contract day.

11.232 Instructional assignments will be made based on student and program needs, the size of available classrooms, the qualifications of the teaching faculty, and, insofar as possible, the interests of the teaching faculty. The individual teaching faculty member's preference shall be taken under advisement in making teaching assignments, provided the teaching faculty member's timely requests are made in writing to the department administrator.

A teaching faculty member shall be entitled, barring unusual circumstances and adverse effects on the program, to teach a course which would otherwise be taught by a non-bargaining unit instructor, provided that the course would be part of the full-time teaching faculty member regular workload, that the full-time teaching faculty member is qualified to teach the course and that the request is in writing and submitted to the department administrator in a timely manner. The full-time teaching faculty member shall be entitled to only one such course per term, even though electing to teach the course may require the full-time teaching faculty member to travel between campuses/centers.

Notification of actual teaching assignments will be given two weeks after the class schedule is finalized. However, this does not preclude changes in the class schedule due to circumstances such as class cancellation and the addition of new classes.

11.233 Teaching assignments will not exceed an eight hour period in a day unless necessary to constitute a full workload for the teaching faculty member or unless the teaching faculty member has agreed to accept such an assignment.

11.234 Teaching faculty will not be required to have more than four preparations in any term without their consent, or unless more than four preparations are required to constitute a full work load.

11.235 The daily work schedule showing a typical week the College is in session including teaching assignments, office hours, and other instructionally related activities shall be approved by the department administrator. This schedule shall be filed for approval with the department administrator by the end of the first week of each term.

11.236 Teaching faculty shall post their office hours schedule in a conspicuous location in their office area. Office hours are to be held at the teaching faculty's assigned office location unless arrangements are made in advance with the department administrator.

If an alternate location for office hours has been approved for regular use, this shall be noted on the teaching faculty member's schedule. The department administrator or designee should be notified if teaching faculty member must be absent during office hours and a note posted at the office location for the information of students.

11.237 New course development/major revision of an existing course.

11.2371 The development of a new course or the major revision of an existing course must be approved by management in advance and shall be in accordance with the procedures of the Educational Services Division.

11.2372 A teaching faculty member who agrees to accept an assignment for developing a new course or a major revision of the existing course shall either receive released time or additional compensation at standard College rates. This shall be specified before the teaching faculty member agrees to accept the assignment. Such released time or additional compensation is predicated upon the completion of the assignment and its acceptance by management. Faculty may develop or revise courses under the provisions of this article without released time or additional compensation.

11.238 When teaching faculty members are required by management to travel between campuses, centers or other facilities on the same day one or more times a week, reasonable travel time will be included in the 30 hour on campus requirement.

11.239 A teaching faculty member who agrees to accept an assignment as an instructional coordinator and/or to perform management support functions (such as, but not limited to, the planning of schedules, the preparation of budget estimates, the acquisition of supplies and equipment, the development of cooperative work sites, or the coordination of part-time faculty, etc.) in addition to the normally established duties and requirements as stated in this article and/or article 10 of this agreement, shall receive a reasonable amount of released time from standard departmental, program, or subject area teaching load.

11.2391 If instructional requirements or other circumstances do not permit the granting of released time, the teaching faculty member shall receive extra pay for the amount of additional work time required at standard College rates. This shall be specified before the teaching faculty member agrees to accept the assignment and must be approved by the appropriate executive dean/vice president or designee.

11.3 Counselor Workload

11.31 The 35-hour weekly work schedule will be assigned by the department administrator and may include evening hours so as to provide evening counseling services. It will not require more than five consecutive work days and will include five non-student contact hours per week. Where travel or off-campus activities are required by the department administrator, the time required will be included in the work week.

11.32 The 180-day work year shall be scheduled in three consecutive quarters unless mutually agreed otherwise.

11.33 The Federation recognizes management's right to meet any unmet student needs for counseling services by hiring either counselors or classified counselor aides, or both.

11.4 Librarian Workload

11.41 The 35-hour weekly work schedule will be assigned by the department administrator, and may include evening hours, so as to provide evening library and media services. It will not require more than five consecutive work days and will include five hours for non-student contact job activities. Where travel or off-campus activities are required by the department administrator, the time required will be included in the work week.

11.42 Each librarian shall file with the vice president for Educational Services the daily work schedule for the typical week the College is in session, with a copy to the director of Instructional Support Services, and the coordinator of Library Services.

ARTICLE 12 - WORK ENVIRONMENT AND SAFETY

12.1 Management and the Federation agree that a safe and healthful work and learning environment contribute to the prevention of injuries and the reduction of property damage.

12.2 Management and faculty members will strive to maintain a safe and healthful work and educational environment and will attempt to reduce the number of preventable accidents.

12.3 Management will maintain a college health and safety risk management program tailored to the needs of each College campus, center and activity.

12.4 Faculty members will comply with established health and safety rules and procedures and will report unsafe conditions or practices to appropriate management officials.

12.5 A faculty member who believes that a reported unsafe condition or practice has not been corrected will submit a written report to the College safety officer with a copy to the faculty member's administrative supervisor and to the Federation. Management will provide the reporting faculty member and the Federation with a timely summary of findings and recommendations.

ARTICLE 13 - PROFESSIONAL IMPROVEMENT

13.1 The professional obligations of a faculty member extend beyond the duties of the faculty member's job description. It is agreed that the faculty member has major responsibility for professional development and that management shall endeavor to provide reasonable assistance to the faculty member in reaching such goals.

13.2 Each probationary faculty member (including those on special appointment contracts) shall:

13.21 Complete the PCC Orientation Program during the first year of employment on a probationary contract.

13.22 During the first term of employment, the department administrator shall meet with the probationary faculty member to create a three-year professional improvement plan. However, for faculty members hired effective with the 1986-87 academic year, the time for establishing the three-year professional improvement plan shall be extended to December 31, 1987.

13.221 The department administrator shall evaluate the educational background and work experience of the probationary faculty member to determine what activities will be assigned.

13.222 When deemed necessary by the department chair, such activities may include assignment of another faculty member, with the latter's consent, to assist the probationary faculty member in meeting professional improvement goals.

13.223 When the probationary faculty member has no academic course work in evaluation techniques, organization of instruction, or development of instructional materials, a minimum of three credit hours or equivalent in each course shall be required. Any one or more of these courses may be waived depending on the faculty member's prior teaching experience, subject to the approval of the executive officer. Alternate academic course work may be required for counselors and librarians.

13.224 The plan will be reviewed at the time of the comprehensive evaluation under article 14.4 and will incorporate those methods of improvement identified under the provisions of article 14.43.

13.225 The faculty member will provide documented evidence of progress towards completion of the plan along with the evaluation materials required under article 14.4.

13.226 A copy of the professional improvement plan, with any revisions and all documentation of completion of the specified activities(or a summary thereof) shall be forwarded to the faculty member's official personnel file along with the annual evaluation materials.

13.23 Probationary faculty members who have completed the requirements of article 13.21 and 13.22 shall, in conjunction with the annual comprehensive evaluation process in article 14.4, design a plan as per article 13.31.

13.24 Before moving to continuous appointment, a faculty member must have fulfilled the requirements of article 13.2.

13.3 All continuous appointment faculty members, including those on special appointment contracts shall, in conjunction with their department administrator, at the time of their professional development evaluation, design a professional improvement plan for the ensuing three years. The plan shall incorporate any management improvement plans required under the provisions of article 14.37.

13.31 The professional improvement plan shall be designed to improve teaching competence or to enhance knowledge in the discipline or assignment of the faculty member.

13.311 The plan shall consist of a statement of professional improvement goals and those activities which will be undertaken towards the completion of those goals.

13.312 Appropriate activities are those which contribute directly and significantly to the professional improvement of the faculty member and are consistent with the purposes of this article on professional improvement.

13.32 Continuous appointment faculty members, during winter term of the years in which they are not required to have a professional development evaluation, shall submit a brief written progress report to the department administrator. If necessary, the faculty member and the department administrator will meet to discuss, review and make any necessary revisions in the professional improvement plan.

13.33 The faculty member shall provide the department administrator with documentation of progress toward the completion of the goals or activities along with the evaluation materials required under article 14.3 and 14.4.

13.34 A copy of the professional improvement plan and all documentation of progress toward these goals and activities shall be forwarded to the faculty member's official personnel file, along with the triennial evaluation materials.

ARTICLE 14 - EVALUATION

14.1 Both management and faculty agree that the purposes of the evaluation procedure are to seek methods for the improvement of instruction, provide for formalized recognition of faculty accomplishments, provide faculty members a means for identifying their growth and professional development, provide management a basis for recommending retention and nonretention, and assist the college in planning its staff development programs.

14.2 Each probationary (including those on special appointment contracts) and temporary faculty member shall receive a comprehensive evaluation annually. A continuous appointment faculty member (including those on special appointment contracts) shall receive a professional development evaluation on a triennial basis or at any time there is a clear indication of performance problems, provided that those problems are brought to the faculty member's attention in a timely manner. A continuous appointment faculty member may receive a comprehensive evaluation under the provisions of article 14.37. No continuous appointment faculty member shall receive a comprehensive evaluation in more than two successive years.

14.3 Professional Development Evaluation

14.31 The professional development evaluation shall consist of the following procedures and be completed prior to March 10 of the year in which this evaluation is to be conducted.

14.32 The faculty member and the department administrator shall meet prior to November 1 (as much in advance as possible) to discuss evaluative techniques and to develop the evaluation plan including the sources of data necessary to conduct the evaluation and manner in which the data are to be collected.

14.33 The evaluative techniques to be employed shall include a reasonable management evaluation and one or more of the elements listed in 14.43 as selected by the faculty member. The faculty member's selection may be waived by mutual agreement.

14.34 The department administrator shall establish a reasonable date for the submission of any evaluation materials to be provided by the evaluee and the date and time of the evaluation conference. The evaluee shall meet with the department administrator to examine the results of the evaluation, identify strengths and weaknesses, review the professional improvement plan (13.3), assess progress, revise the plan as necessary, and identify ways of improving the faculty member's performance.

14.35 After this meeting the department administrator shall prepare a written report of the evaluation which shall be signed by the faculty member and be forwarded by the department administrator to the associate dean/director.

14.36 The executive dean/vice president or designee shall review the report and furnish the evaluee with one copy. The original report signed by the faculty member shall be fowarded to the faculty member's official personnel file.

14.37 An unsatisfactory professional development evaluation report shall cause management to create a reasonable plan for improvement of the affected faculty member's performance and to conduct a comprehensive evaluation for the faculty member during the next year.

14.4 Comprehensive Evaluation

14.41 The probationary or temporary faculty member and the department administrator shall meet within the first four weeks of fall term or sooner if possible to discuss the evaluation techniques selected by the evaluee and to develop the evaluation plan, including the sources of data necessary to conduct the evaluation and the manner in which the data are to be collected. The evaluation techniques shall include a management evaluation and at least two other techniques listed in 14.43 selected by the evaluee.

14.42 A continuous appointment faculty member scheduled to receive a comprehensive evaluation under the provisions of article 14.37 shall be notified no later than March 10 preceding the year in which the evaluation is to be conducted. The continuous appointment faculty member and the department administrator shall, within the first four weeks of spring term, meet to discuss the evaluation techniques selected by the evaluee and to develop the plan for evaluation, including sources of data necessary to conduct the evaluation and the manner in which the data are to be collected. The evaluation techniques shall include a management evaluation and at least two other techniques listed in 14.43 selected by the evaluee.

14.43 The evaluation techniques to be employed in a comprehensive evaluation shall include at least three of the following elements, two of which may be selected by the faculty member:

14.431 Summary of student evaluations, conducted and compiled by a disinterested third party according to a form and plan developed by the evaluee and the department administrator.

14.432 Management evaluation.

14.433 Peer evaluation by two faculty members from the same campus as the evaluee where practical, one to be selected by the faculty member and one by the department administrator.

14.434 Self evaluation.

14.435 Professional work area visitation by the department administrator or other designated management employee.

14.436 Alternative evaluation techniques may be considered provided that such are consistent with the purposes of evaluation and are approved by management.

14.44 The evaluation results shall be discussed at a meeting which, at the discretion of the evaluee, may be either with the department administrator or with a department evaluation committee. If used, the department evaluation committee shall consist of at least three (3) persons:

14.441 The department administrator (who shall serve as chair).

14.442 A faculty member of the evaluee's choice.

14.443 A faculty member elected by the campus department.

14.45 The department administrator shall establish the date for the submission of the evaluation materials to be provided by the evaluee and the date and time of the evaluation conference. The department administrator or the evaluation committee shall meet with the evaluee, review the data collected under 14.43 to clarify any questions concerning the data, identify strengths and weaknesses in the evaluee's performance, suggest ways to enhance the evaluee's effectiveness, identify and discuss any areas of weakness, and recommend methods for improvement. The professional improvement plan (article 13) will be reviewed, progress assessed, and the plan revised as necessary.

14.46 The department administrator shall prepare a written report of the evaluation conference which shall include a recommendation by the department administrator regarding retention of the evaluee.

14.47 The department administrator shall forward the evaluation report together with any documentation compiled under 14.5 to the executive dean/vice president or designee, who shall review the evaluation report and furnish the evaluee with one copy. The original evaluation, signed by the faculty member shall be forwarded by the executive dean/vice president or designee to the faculty member's personnel file.

14.48 One unsatisfactory comprehensive evaluation of a faculty member with continuous appointment may be cause for discipline including termination under the provisions of article 31.62.

14.49 An unsatisfactory evaluation for a probationary faculty member is cause for non-renewal and is grievable only under the provisions of article 9.31. An unsatisfactory evaluation for a temporary faculty member is cause for non-renewal and is not grievable (see article 9.52).

14.5 The evaluee may submit a written rebuttal to the evaluation report and individual members of a department evaluation committee (if convened under the provisions of 14.44) may submit separate reports, which shall be appended to the department administrator's evaluation report and included in the faculty member's official personnel file.

ARTICLE 15 - OVERLOADS/EXTENDED SERVICE

15.1 Overload means the assignment of a full-time faculty member to work for extra pay an amount of time exceeding the regular workload of the department to which the faculty member is assigned. It is also understood that an overload shall be in addition to the faculty member's assigned campus work week and the completion of professional duties as specified in articles 10 and 11 of this agreement. In order to ensure educational quality, the preservation of curriculum continuity will be considered when making overload assignments.

15.11 The maximum overload assignment for a faculty member shall be one class or five scheduled working hours per week. Management may approve an exception to the maximum overload assignment in order to meet program needs with the consent of the affected faculty member.

15.12 Under no circumstances may a faculty member be paid for an overload as defined in 15.1 above by any department when the faculty member has an underload in the department of assignment.

15.13 The faculty member's preference in the scheduling of overload classes shall be taken into consideration. However, since overloads are over and above the regular work day, provisions in article 11.233 which limit the span of the instructor's work day to eight hours shall not apply.

15.2 Extended service means the assignment of a full-time faculty member to work for extra pay an amount of time in excess of the annual employment contract.

15.3 The assignment of both overloads and extended service and the rates and terms of the extra pay for such work beyond the terms of this agreement are management prerogatives.

ARTICLE 16 - SUBSTITUTES

Management shall arrange for substitutes if necessary. A faculty member shall be assigned as a substitute only on mutual agreement.

ARTICLE 17 - ASSIGNMENT OF FACULTY TO CAMPUSES OR CENTERS

17.1 It is understood that faculty are employed by the Portland Community College District and not for a specific campus or center. Management will determine the initial assignment of a faculty member's location at the time of employment.

17.2 Transfers

17.21 Annually, after reviewing the staffing needs and any written statement of circumstances and preferences submitted by an individual faculty member, management will determine the assignment of the faculty member's location for the ensuing academic year and notify the faculty member in accordance with the timelines specified in article 11.12 of this agreement.

17.22 Continuous appointment faculty who want to be considered for transfer to another campus or center must submit requests in writing to the Personnel Services Department by December 1 of the year preceding transfer in order that the requests may be considered in the annual review of faculty assignments under the provisions of article 17.21 above.

17.23 Continuous appointment faculty may also request transfer in order to fill an announced job opening at another campus or center for which the faculty member is qualified. The faculty member's request will be taken into consideration before the location of the new faculty member's assignment is established. Such requests must be submitted prior to the closing date specified in the job announcement.

17.24 In the annual review of faculty location assignments under article 17.21 above, management will consider the benefits to the institution and to the individual faculty member of changing campus/center location assignments at 3 to 5 year intervals. Faculty who wish to be considered for such changes shall follow the provisions of article 17.22.

17.3 Assignments Requiring Travel. Whenever feasible, management will rotate assignments which require travel between college campuses/centers among subject area faculty members.

17.31 Assignment of classes so as to require travel between the faculty member's primary office location and other College centers or campuses on the same day shall be made only when the scheduling needs of the

College require it. The necessity for this travel shall be mutually discussed among the executive dean/vice president or designee, the department administrator and the faculty member. The results of such mutual discussions shall be utilized in making the final decision. Required travel costs shall be reimbursed in accordance with management designated procedures.

17.32 Assignment of classes so as to require travel between the faculty member's campus of assignment and other college centers or campuses on different days of the work week shall be made only when the scheduling needs of the college require it. The necessity for this travel shall be mutually discussed among the executive dean/vice president or designee, the department administrator and the faculty member. The results of such mutual discussions shall be utilized in making the final decision.

ARTICLE 18 - PERSONNEL FILES

18.1 Management initiated documents directed to be placed in an individual faculty member's personnel file will be either addressed to or copied to the faculty member. Documents pertaining to evaluation or discipline shall be signed by or initialed by the faculty member before placement in the personnel file, as an indication that the material has been read by the faculty member.

18.2 A faculty member may review any material in the faculty member's official personnel file folder. Nothing may be removed from said file except as specifically provided in article 31.521 and as provided in college rules for the purpose of copying. All requests are to be made to the Personnel Services Department.

18.3 The faculty member has the right to respond to or answer any document in the faculty member's official personnel file folder. The response shall be placed therein. The faculty member may provide relevant material for inclusion in the faculty member's official personnel file.

18.4 The personnel office will maintain a personnel review log in each faculty member's personnel file, which will record the name of the person reviewing such file and the date. The authorized staff of the Personnel Services and the Employee Relations Departments shall be exempt from the use of such a log.

ARTICLE 19 - BUILDINGS & OFFICE ACCESS

19.1 Faculty offices will be provided faculty members appropriate to the time and tasks to be performed, subject to structural and space limitations. In the development of plans for future buildings or for the remodeling of existing buildings, priority consideration will be given to faculty office space that is sufficiently private to allow for preparation, evaluation, and student conferences. Consideration will also be given to providing staff eating facilities when constructing new buildings or when remodeling existing buildings. Faculty members should make any recommendations for changes in faculty facilities to their department administrators as a part of the annual College budget preparation process.

19.2 Faculty members shall have access to the buildings in which their offices are located through the campus security office. Access to campus facilities during periods of College closure shall be as determined by the campus executive dean. Access may be possible, provided that arrangements are made in advance with the campus executive dean. Keys to individual faculty office areas will be issued to faculty members if requested.

19.3 Faculty members are encouraged to use any College facility for purposes of preparation and evaluation, provided that such areas have not been scheduled for other use.

19.4 Counseling rooms which are sight and sound shielded shall be provided at each campus (subject to structual and space limitations) for exclusive use by counselors when needed for clients who require more privacy than that afforded by the assigned office space.

ARTICLE 20 - PARKING

20.1 Faculty members may park in any lot designated as "staff parking" or as "general parking" provided that a valid College parking permit is displayed on the faculty member's vehicle.

20.2 Faculty members required to travel between College facilities on the same day may apply to the executive dean of their assigned campus for a special parking permit. A new application must be submitted for each term.

20.3 Faculty members will follow the traffic and parking rules of the College.

ARTICLE 21 - TRAVEL AND FIELD TRIPS

21.1 All official in-state and out-of-state travel must have prior authorization in accordance with management procedures. Reimbursement for expenses incurred during such travel shall be in accordance with management designated rates and procedures. Procedures for travel authorization and reimbursement shall be available in each department administrator's office.

21.2 Management adopted procedures for field trips shall be available to faculty through department administrators.

ARTICLE 22 - COPYRIGHTS & PATENTS

22.1 Copyrights

22.11 The ownership of any materials or processes developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted, if at all, in the faculty member's name.

22.12 The ownership of materials or processes produced solely for the College and at College expense shall vest in the College and be copyrighted, if at all, in its name.

22.13 In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

22.2 Patents

22.21 The ownership of any invention developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be patented, if at all, in the faculty member's name.

22.22 The ownership of inventions produced solely for the College and at College expense shall vest in the College and be patented, if at all, in its name.

22.23 In those instances where inventions are produced by a faculty member with College support, by way of the use of significant personnel time, facilities or other College resources, the ownership of the invention shall vest in (and be patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

ARTICLE 23 - JOB SHARING

23.1 Job sharing shall refer to two current continuous appointment bargaining unit faculty members sharing one (1) regularly budgeted full-time position on an approximately equal basis.

23.2 Job sharing assignments shall be filled only by two (2) full-time faculty members who have voluntarily agreed to work together.

23.3 Faculty members wishing to share a single budgeted position shall jointly submit a proposal to the administrator of the department to which the faculty members are assigned by December 1 of the year preceding the requested initiation of job sharing. Such proposal shall include a plan for the division of responsibilities and the work year schedule. Proposals which include a defined term of duration shall specify the beginning and ending dates of the arrangement and a plan for the return of both faculty members to full-time status.

23.4 Management shall retain all rights to approve or disapprove such a proposal, provided that a decision shall be communicated to the proposers prior to the end of the spring term preceding the year of requested implementation.

23.5 All salaries (article 27), insurance (article 28), and paid leaves (article 29) shall be prorated as determined by the director of Personnel Services based on the work year schedules of the faculty members.

23.51 Advancement on the salary schedule shall be one step for each two years of job sharing for the first four years of job sharing. Thereafter, advancement on the salary schedule shall be one step for each subsequent year of job sharing.

23.52 Those benefits which require length of service to determine eligibility (such as professional leave and early retirement) shall be assigned at the rate of one (1) year for each two (2) years of job sharing.

23.6 If one of the participants wishes to return to full-time status, that member shall make a written request to the administrator of the department to which the faculty member is assigned by December 1 of the year preceding the year of requested implementation.

23.61 A return to full-time status shall depend on the staffing needs of the department and the College and the qualifications of the faculty member.

23.62 A faculty member's request to return to full-time status will be taken into consideration prior to filling a vacant regularly budgeted position in another manner.

23.7 If for any reason one of the participants is unavailable or unwilling to continue participation in the job sharing assignment, the remaining participant must (under provisions of 23.61 and 23.62 above): (a) find another qualified participant; or (b) request to return to full time status; or (c) resign from the faculty.

ARTICLE 24 - ACADEMIC FREEDOM

24.1 All members of the faculty, whether on continuous appointment or not are entitled to academic freedom as set forth in the following 1940 Statements of Principles on Academic Freedom and Tenure, formulated by the Association of American Colleges and the American Association of University Professors:

24.11 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

24.12 The teacher is entitled to freedom in the classroom in discussing the teacher's subject, but should be careful not to introduce into the teaching controversial matter which has no relation to the teacher's subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

24.13 The college or university teacher is a citizen , a member of a learned profession, and an officer of an educational institution. When the teacher speaks or writes as a citizen, the teacher should be free from institutional censorship or discipline, but the teacher's special position in the community imposes special obligations. As a person of learning and an educational officer, the teacher should remember that the public may judge the teacher's profession and the teacher's institution by the teacher's utterances. Hence the teacher should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that the teacher is not an institutional spokesperson.

24.2 If a faculty member on probationary or other than continuous appointment alleges that considerations violative of academic freedom significantly contributed to a decision not to reappoint the faculty member, the allegation will be given preliminary consideration by a Federation designated committee, of three or more faculty members on continuous appointment, which will seek to settle the matter by informal methods. The faculty member's allegations shall be accompanied by a statement that the faculty member agrees to the presentation, for the consideration of the faculty committee, of such reasons and evidence as the institution may allege in support of its decision. If the difficulty is unresolved at this stage, and if the committee so recommends, the matter will be heard in the manner set forth in article 33 except that the faculty member making the complaint is responsible for stating the grounds upon which the allegations are based, and the burden of proof shall rest on the faculty member. If the faculty member succeeds in establishing a prima facie case, it is incumbent upon those who made the decision not to reappoint the faculty member to come forward with the evidence in support of their decision.

24.3 Faculty members, as citizens, are free to engage in political activities. Where necessary, unpaid leaves of absence may be given for the duration of an election campaign or a term of office, on timely application, and for a reasonable period of time. The terms of such leave of absence shall be set forth in writing, and the leave will not affect unfavorably the continuous apointment status of a faculty member, except that time spent on such leave will not count as probationary service unless otherwise agreed to.

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LE 25 - RETIREMENT

Faculty members will be retired according to state law. Faculty members will participate in the various contributory retirement plans provided by laws of the State of Oregon.

25.11 The College shall pay the PERS contribution due from each faculty member without deduction or withholding of such contribution from pay.

The College shall participate in and faculty members shall be compensated for accumulated unused sick leave in the form of increased retirement benefits in accordance with ORS 237.153.

A faculty member who has completed ten (10) consecutive years of full-time employment with the College and who is at least fifty-five (55) and not more than sixty-one (61) years of age shall have the option of an early retirement program which will provide the faculty member three hundred dollars per month for a maximum period of four years. Such payments will terminate at the end of the month in which the faculty member reaches the age of 62 or at the end of four (4) years, whichever comes first. A faculty member choosing this option must give written notice to the faculty member's dean no later than ninety (90) days prior to faculty member's retirement date. The retirement date shall be July 1, unless a different date is approved by the College president.

25.31 For those faculty members who retire on or after December 1, 1985, the monthly amount shall be $400 per month. All other provisions of article 25.3 shall apply.

Faculty members who retire under the provisions of this article shall be able to participate in College group health, dental and vision care plans, subject to approval by the insurance carriers, and provided that the faculty member pays the premiums.

For those faculty members who retire under the provisions of article 25.3 above on or after April 1, 1987, health, dental and vision care premiums shall be paid for the retiree and one eligible dependent up to a maximum of $222 per month for a maximum of four years or the end of the month in which the employee reaches age 65. The implementation and continuance of this subsection is subject to approval by the insurance carriers.

ARTICLE 26 - TUITION WAIVER

26.1 Tuition shall be waived for any full-time faculty member, the faculty member's spouse, and children under the age of 21 who enroll in classes at Portland Community College. Such classes may be taken with or without credit; however, the tuition waiver shall apply to a maximum of six credit hours per term for each employee and/or eligible family member.

26.2 The faculty member shall register for any Portland Community College classes during faculty member's non-working hours and in accordance with the College's registration schedule and procedure.

26.3 Attendance at any class by a faculty member shall not interfere with the faculty member's regular responsibilities to students or with the faculty member's classes and other assigned duties.

26.4 It is understood that no course will be conducted which would not have met without the enrollment of such tuition waiver students and that no tuition waiver student shall displace a tuition paying student.

E 27 - SALARY

This salary plan specifically provides for the following actions:

27.11 Initial salary placement upon employment of a new faculty member shall be determined by management.

27.111 Initial salary placement of a new faculty member in a bargaining unit position shall be determined by educational qualifications and experience.

27.112 The salary placement of a faculty member who meets minimum education and/or experience requirements to teach in a specific field or perform the professional functions of librarian or counselor shall be step 1.

27.113 Advanced salary placement for professional, business or industrial experience may be allowed as follows:

27.1131 Approved full-time paid teaching or professional experience, one additional step for each two years completed.

27.1132 Approved full-time paid business or industrial experience, one additional step for each two years completed.

27.1133 Approved part-time paid teaching and business or industrial experience may be evaluated by management and included with full-time experience as a factor in determining salary placement.

27.114 Level of placement for any combination of education and experience shall not exceed step 3 under normal circumstances. The maximum step may be exceeded with the approval of the College president in exceptional cases in which fully qualified applicants are not available at or below step 3.

27.12 Annual Salary Increases

27.121 A faculty member, upon demonstration of satisfactory performance and upon demonstration of satisfactory progress towards the completion of the professional improvement requirements of articles 13 and 14, shall progress one step on the salary schedule in effect as of September 1 of that year (Appendix F).

27.122 However, a faculty member granted a leave of absence without pay (for other than educational purposes) for two terms (or 120 contract days) or more in the same academic year or for one term (or 60 contract days) in two consecutive academic years shall not advance to the next step on September 1. For purposes of article 27.122, no unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.

27.123 The salary of a faculty member on step 12 who fails to demonstrate satisfactory performance and/or satisfactory progress towards the completion of professional improvement requirements shall remain for the following academic year at step 12 of the salary schedule in effect at the end of the academic year during which the faculty member was determined to be unsatisfactory.

27.124 A faculty member on a temporary appointment shall be placed and shall progress on the salary schedule in the same manner as all other faculty members.

27.2 Faculty Salary Guide (Appendix F)

27.21 Salary schedule C shall be in effect from September 1, 1986 through February 28, 1987. Faculty members on steps 1-11 in 1985-86 were advanced one step on salary schedule C retroactive to September 1, 1986. Those faculty members who were on step 12 prior to September 1, 1986 shall each be given a $400 one-time payment which shall not be applied to the salary schedule. This payment shall be made on or before April 1, 1987. This bonus shall not apply to faculty members on a full year's leave of absence without pay for 1986-87.

27.22 Salary schedule D shall be in effect from March 1, 1987 through August 31, 1987. Faculty members shall progress to salary schedule D at the same step as they held on salary schedule C. The new monthly amounts shall be paid beginning with April 1, 1987 paycheck.

27.23 Salary schedule E shall be in effect from September 1, 1987 through February 29, 1988. Eligible faculty members (article 27.12) shall advance one step on schedule E effective September 1, 1987. The new monthly amounts shall be paid beginning with the October 1, 1987 paychecks.

27.24 Salary schedule F shall be in effect from March 1, 1988 through August 31, 1988. Faculty members shall progress to salary schedule F at the same step as they held on salary schedule E. The new monthly amounts shall be paid beginning with the April 1, 1988 paycheck.

27.25 Salary schedule G shall be in effect from September 1, 1988 through February 28, 1989. Eligible faculty members (article 27.12) shall advance one step on schedule G effective September 1, 1988. The new monthly amounts shall be paid beginning with October 3, 1988 paychecks.

27.26 Salary schedule H shall be in effect from March 1, 1989 through August 31, 1989. Faculty members shall progress to salary schedule H at the same step as they held on salary schedule G. The new monthly amounts shall be paid beginning with the April 3, 1989 paychecks.

27.27 Faculty members shall be paid the prevailing monthly salary rate from the applicable salary schedule in appendix F.

27.28 The salary of a faculty member who fails to complete the required contract days during the individual employment contract year shall be adjusted based on the number of contract days completed.

There shall be four paid holidays annually included as part of the 180-day contract and designated as follows:

27.31 Faculty members scheduled fall, winter, spring:

VETERANS' DAY - (Martin Luther King's Day will be substituted for Veterans' Day provided that such an agreement is made between the College and the Portland Community College Classified Association.)
THANKSGIVING and the DAY AFTER
MEMORIAL DAY

27.32 Faculty members scheduled winter, spring, summer:

LABOR DAY
NEW YEAR'S DAY - (Martin Luther King's Day will be substituted for New Year's Day in the event that the substitution referenced in 27.31 above is agreed to by the Classified Association).
MEMORIAL DAY
INDEPENDENCE DAY

27.33 Faculty members on approved unpaid leave of absence shall be entitled only to a proration of holidays based on contract days actually fulfilled, with adjustments made at the end of the fiscal year. Holidays falling within the period of a paid professional leave shall be included as a part of that leave and shall not serve to further reduce the number of contract days to be completed.

TICLE 28 - INSURANCE BENEFITS

.1 The District shall provide and pay for a long-term disability insurance program that is consistent with the level of coverage as existed in fiscal year 1985-86.

.2 Group Health, Dental and Vision Care Insurance Programs

28.21 The District shall continue to provide the current (or comparable level) group health and dental insurance programs. Vision care shall be added not later than April 1, 1987.

28.22 The District shall pay a maximum of $222 per month per faculty member toward payment of combined health, dental, and vision care plan premiums effective April 1, 1987 for each year of this agreement. The current rate of $212 per month shall remain in effect until April 1, 1987.

28.221 If the sum of all insurance premium rates as of October 1, 1988, is more than five percent over the sum of all insurance premium rates as of October 1, 1987, the District will increase its maximum payment of $222 by one half of such percentage of increase.

.3 Group Life Insurance

28.31 The District shall provide and pay for in full premiums for the term life and accidental death/dismemberment insurance in the amount of $10,000/$10,000 for full-time faculty.

28.32 Under established College procedures, the District shall make available through payroll deduction, at the option of the faculty member, a group term life insurance program which is substantially equal to the level of coverage as existed in 1985-86.

.4 Health, dental and vision care insurance premiums up to the District maximum contribution in article 28.22 shall be paid by the District for a faculty member who has completed at least one year of uninterrupted service and who has exhausted all accumulated sick leave. Such amounts shall be paid until the faculty member returns to work, up to a maximum of three months of coverage in any one fiscal year. This is subject to receipt of a physician's statement certifying the faculty member's inability to work.

28.5 Under established College procedures, the District shall make available, at the faculty member's option and expense, by payroll deduction, a group home owners' and automobile insurance program.

ITICLE 29 - ABSENCES AND LEAVES

.1 Reporting of absence. A faculty member who must be absent shall communicate that fact to the department administrator as soon as possible. Every attempt shall be made to notify the department administrator at least two hours before the faculty member's next scheduled class or other work assignment.

.2 Sick Leave

29.21 Full time faculty members shall earn sick leave on the basis of one day of sick leave for every 18 contract days completed. A member who is required to work more than the standard ten month work year shall receive one additional day of sick leave for each additional month to a maximum of twelve days per year (96 hours).

29.22 Unused sick leave shall be accumulated without limit. Sick leave accumulated while employed by other public school districts or public agencies may be transferred if permitted by statute and agreed to by management at the time of employment.

29.23 A licensed physician's signed statement or other management-approved verification of illness or injury may be required for each period of absence of five or more consecutive days chargeable as sick leave. If such absence continues for more than one month, management may require such verification at the end of each month.

29.24 Absence resulting from illness or accident compensated by the Worker's Compensation Program may be taken as unpaid leave or reported as sick leave. Faculty members shall comply with state regulations and College personnel procedures regarding matters covered under State Worker's Compensation.

29.25 In the event of illness or injury of a faculty member's immediate family which necessitates the faculty member's absence , sick leave may be used to a maximum of three days in any one instance. At the discretion of management the three day period may be extended.

29.26 For this purpose and for the purpose of section 29.31 "immediate family" shall mean parent, parent-in-law, step-parent, brother, sister, child, step-child, son-in-law, daugher-in-law, spouse, or member of the employee's immediate household.

29.27 Faculty members shall comply with College personnel procedures and instructions on the payroll report card for the use of and reporting of sick leave.

29.3 Bereavement Leave

29.31 A faculty member may be absent with pay up to five working days following the death of a member of the immediate family.

29.32 A faculty member may be absent for up to one day to attend the funeral of a friend or a relative other than a member of the immediate family with the prior approval of management.

29.4 Court or Jury Leaves

29.41 Jury Duty. A faculty member subpoenaed for jury duty shall be excused for that purpose without loss of pay. Any per diem fees paid for such duty shall be paid to the College.

29.42 Court Witness. A faculty member subpoenaed to appear as a witness in a case in court unless a party to the matter at issue shall be excused for that purpose without loss of pay. A copy of the subpoena shall be filed with the Personnel Services Department. Any witness fees paid shall be paid to the College.

29.5 Military Leaves. A faculty member who is a member of one of the reserve components of the armed forces of the United States or the Oregon National Guard shall be entitled to leave for a period of active military duty not to exceed a total of 15 calendar days each calendar year as provided in ORS 408.290. Requests for military leave shall be submitted through regular administrative channels to the director of Personnel Services and shall be accompanied by official orders specifying the dates and locations of such military duty.

Leaves of Absence Without Pay

29.61 Upon request of a faculty member, the president may grant a leave of absence for the purpose of study, research, travel, professional employment, recuperation from illness, or other appropriate purpose. Such leave of absence shall not normally exceed one year for a continuous appointment faculty member and one academic term for a probationary faculty member. Salary, holidays, paid leaves, and benefits shall be prorated based on actual number of contract days completed in the fiscal year as determined by the Personnel Services Department. All other conditions shall be mutually agreed to in writing prior to the granting of the leave. Reinstatement shall be at that level and step of the salary guide as received at the commencement of the leave.

29.62 Parental leaves without pay for a reasonable period not to exceed six months before, after, or combined before and after the birth or adoption of a child will be granted by management upon written request by the faculty member and shall be considered unpaid leave. Absences due to medical complications affecting the faculty member's ability to work shall be considered under the sick leave provisions in article 29.2.

29.63 Personal Leave

29.631 The Board shall allow each faculty member three (3) days unpaid personal leave each year.

29.632 The faculty member is required to give the executive dean/vice president advance notice before taking personal leave whenever possible but is not required to divulge the personal reason(s) necessitating the leave request.

29.633 Additional days of personal leave may be given during the year upon request of the faculty member and approval of the executive dean/vice president. Again, there shall be no requirement to divulge the personal reason(s) necessitating the leave request.

29.7 Under exceptional circumstances, a faculty member may be granted up to three contract days of absence without loss of pay during one fiscal year for an emergency situation. However, the provisions of this article shall not apply when the use of sick leave is appropriate and provided that the faculty member has unused accumulated sick leave available. Such requests shall be submitted to the Personnel Services Department as soon as possible and pay shall be granted at the discretion of the president.

29.8 In the event of unusual circumstances resulting from extreme adverse weather, natural disaster, fire or other emergency beyond management control, it may become necessary for management to delay opening and/or close some or all College operations at one or more campuses, centers or other facilities.

29.81 Management will establish a general policy directive supported by procedures to be followed by employees at each College campus, center and other facility. This directive and support information shall be written and distributed to the Federation and all faculty members not later than November 15 of each year.

29.82 Faculty members who are required to miss work as the result of a management directed closure will receive credit for time lost to a maximum of three (3) days during one year.

ARTICLE 30 - PROFESSIONAL LEAVE

30.1 The purpose of professional leave is to provide eligible faculty members an opportunity for professional growth and development, thereby enhancing the quality of their future service to the college.

30.2 Eligibility - Faculty members must meet the following requirements to be eligible for professional leave:

30.21 Must have completed six or more fiscal years of employment since appointment as a probationary faculty member or since any previous professional leave. Any year in which there is an unpaid leave of absence of one full term or more shall not constitute a completed year of service for purposes of computing eligibility for professional leave.

30.22 An academic year in which a management approved unpaid leave of absence for educational purposes, guest lectureship or a professional faculty exchange program occurs will constitute a completed year of service for purposes of determining eligibility under article 30.21, provided that no other unpaid leaves of absence of one full term or more occur during that year.

30.23 Must be able to complete one academic year of college employment upon return from professional leave before retirement.

30.3 Appropriate professional leave activities may include:

30.31 Admission to a recognized college, university, or technical school for the purpose of advanced education leading to a higher degree or certificate.

30.32 A work experience program designed to update and/or upgrade technical skills related to the faculty member's instructional area, program or discipline.

30.33 Personal study, research, writing or other project related to faculty member's instructional area, program or discipline.

30.34 Travel related to the improvement of instructional abilities in faculty member's instructional area, program or discipline.

30.35 Education and/or other appropriate work experience activities which would enable the faculty member to qualify for another position at the college.

30.4 Number and Compensation

30.41 The number of professional leaves in any fiscal year shall not exceed five percent of the total number of continuous appointment faculty members as of July 1 of the fiscal year preceding the fiscal year in which the leaves are to be granted.

30.42 Professional leaves may be granted for one, two or three consecutive terms in the same fiscal year. A faculty member on professional leave shall receive payment during the fiscal year of the leave as provided in articles 30.421, 30.422 and 30.423. Compensation for teaching faculty shall include the number of non-teaching contract days proportionate to the length of the leave.

30.421 Leave of one term: 85% of scheduled annual salary.

30.422 Leave of two terms: 75% of scheduled annual salary.

30.423 Leave of three terms: 65% of scheduled annual salary.

30.43 If a faculty member decides not return to the College upon completion of the professional leave, the faculty member shall repay the difference between the amount paid during the year of the leave and the amount actually earned as determined by prorating the faculty member's annual salary for the number of days worked during that year.

30.5 Application Procedures

30.51 Management shall publish and distribute by October 1 of each year information about the application procedure and management priorities for professional leave (including but not limited to those listed in Article 30.3).

30.52 Applicants may submit their proposals to a Federation Professional Leave Review Committee, appointed by the Federation to assist applicants in the preparation of their professional leave proposals. Any such applications must be submitted to the Federation Review Committee by November 1.

30.53 The formal leave application shall be submitted to the faculty member's department administrator according to a proposal format as provided by the vice president of Educational Services. Such applications shall be submitted not later than December 1 of the year preceding the year for which professional leave is requested.

30.54 A list of faculty members applying for professional leave shall be provided the Federation by January 20 of the academic year in which the application was submitted.

30.55 The College president shall determine which applications will be submitted for action by the College Board and shall notify each applicant of approval or rejection by April 1 of the academic year in which the application was submitted.

There shall be no changes in the professional leave plan without prior approval of the department administrator, executive dean/vice president and the president.

30.61 In the event that a faculty member is unable to complete the professional leave plan, the College is under no obligation to reinstate the faculty member to full employment during the period for which the professional leave was granted. If a revised plan is not approved and if the faculty member does not return to work for the remainder of the professional leave period, the faculty member will be considered to be on an unpaid leave of absence for the period of the professional leave. Salary and benefits will be prorated according to the actual number of days (if any) worked at the College. The faculty member will reimburse the College for any excess payments which may have resulted.

The faculty member shall submit a written report at the completion of the professional leave.

30.71 The report shall summarize work completed and how it is to be utilized in the professional assignment of the faculty member.

30.72 Copies of the report will be provided to the department administrator, the executive dean/vice president, president and to the Federation.

30.73 The faculty member will also be available to make a formal presentation(s) of professional leave accomplishments to management, faculty or the College Board.

ARTICLE 31 - DISCIPLINARY PROCEDURES

31.1 A faculty member may be subject to corrective discipline for failure to carry out the obligations as described in article 10 and for other just cause. The Federation and management agree it is important to the establishment and maintenance of good working relationships that potential disciplinary problems first be addressed through informal discussions between the faculty members and management.

31.2 Suspension or termination of employment can be used for a first offense only in those situations in which such severe sanctions are justified by the extreme and immediate nature of the offense and the circumstances. The College president shall approve any decisions to suspend without pay or to terminate. Such decisions will be subject to the grievance procedure in this agreement, as indicated in subsections 31.521, 31.612, and 31.623 of this article. The parties agree to take all reasonable steps to expedite the grievance procedure when such discipline is grieved. In all other cases, discipline shall be progressive. Dismissal under the provisions of article 14.48 of this agreement is not subject to the requirements of article 31.2.

31.3 Management shall conduct disciplinary sessions in an area away from other employees, students or the public.

31.4 Sanctions shall be limited to: written reprimand, suspension with or without pay, and termination. A denial of salary increment (or salary freeze for those faculty members at the top step of the salary schedule) relate to unsatisfactory performance (articles 14.37 & 14.48) and failure to demonstrate progress towards completion of the professional improvement plans identified in articles 13 & 14 (see also 27.12). The denial of a salary increment/freeze is not included in the provisions for progressive sanctions in article 31.2.

31.5 If management believes that the conduct of a faculty member justifies the imposition of sanctions, the following procedures shall be followed:

31.51 Written reprimand shall clearly be labeled as such and delivered to the faculty member, who shall initial a copy to acknowledge receipt prior to its being placed in the member's personnel file. In addition to the right of written response specified in 18.3, the member may file a grievance in accordance with article 33 which shall be settled at or below the level of the College president.

31.511 The reprimand shall be removed from the member's personnel file at the end of a twelve-month period provided that no other written sanctions have been imposed during that period.

31.52 Suspension With or Without Pay

31.521 Suspension shall be effected by written notice of intent stating the reasons occasioning the sanction and the beginning and ending dates. The faculty member may file a grievance with the campus executive dean (33.33). If the suspension is without pay, the faculty member shall have 10 days in which to present to the campus executive dean in writing with a copy to the College president any circumstances of financial hardship before pay is withheld. The College may suspend from duties or implement the suspension of pay at a time it deems appropriate.

31.522 The written notice shall be served personally upon the faculty member or by registered or certified mail to the faculty member's address of record. The notice shall inform the faculty member of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.523 If no other disciplinary action under 31.52 is administered to a faculty member within twenty-four (24) calendar months after severe sanctions are imposed, all references to the sanctions shall be removed from the personnel file folder at the end of that period.

ismissal

1.61 Probationary faculty members: The following procedures shall be followed when a probationary faculty member is dismissed prior to the termination of the probationary agreement (see article 9.3 for non-renewal):

31.611 The faculty member shall be given written notice (by certified/registered mail to address of record or by personal service) of management's intent to dismiss the faculty member. The notice will include the reasons for the contemplated action and the effective date. The notice shall inform the faculty member of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.612 Within 15 days of receipt of the notice, the faculty member may institute the grievance procedure with the campus executive dean (33.33).

31.62 Continuous Appointment Faculty Members

31.621 Dismissal shall be only for just cause.

31.622 The faculty member shall be given written notice (by certified/registered mail to the address of record or by personal service) of management's intent to dismiss the faculty member. The notice shall include the reasons for the contemplated action and the effective date. The notice shall inform the faculty member of the right to file a grievance as per 31.521 within 15 calendar days of the date the notice is sent. The Federation shall receive a copy of such written notice.

31.623 Within 15 days of receipt of the notice, the faculty member may file a grievance with the campus executive dean (33.33).

31.7 Just Cause Shall Include But Not Be Limited To:

31.71 Physical or mental illness which prevents the faculty member from carrying out contract obligations.

31.72 Unprofessional conduct, such as conviction of a serious crime, persistent or flagrant disregard of the terms of this agreement, willful falsification of a College record.

31.73 Unsatisfactory performance as evidenced by an unsatisfactory comprehensive evaluation (article 14.4).

ICLE 32 - REDUCTION IN FORCE

1 For purposes of this article, the term "reduction in force" means the layoff of full-time faculty members when faculty positions are eliminated in the event of (a) a Board declared collegewide financial shortage or (b) a discontinuance or reduction of programs due either to enrollment decline in a program or to other non-financial reasons.

32.11 The provisions of this article do not apply to special probationary or continuous appointment faculty members, temporary appointment faculty members, nor to the nonrenewal of probationary faculty appointments.

32.12 This article on reduction in force also excludes the termination of any faculty member for disciplinary or performance related reasons.

32.13 A reduction in force shall be implemented in accordance with the provisions of this article.

2 Layoff & Notification Procedures

32.21 When, as determined by management, a reduction in force of faculty members is necessary, representatives of the Federation and representatives of management shall meet to discuss the necessity for layoffs before any notices of layoff are sent.

32.22 If layoff is implemented, each faculty member selected for layoff shall be notified by management in writing. The Federation shall be provided a copy of the notification letter sent to each faculty member selected for layoff.

32.23 If layoff is for non-financial reasons such as discontinuance or reduction of programs or enrollment decline in a program, notice will be given April 1 to take effect at the start of the fiscal year which is at least 15 months later. Notice of layoff in the event of Board-declared collegewide financial shortage will provide at least 90 paid days' notice to the affected faculty member. (Ninety days represents half the faculty member's 180 day contract.) The faculty member will receive paychecks without interruption from the date of notice through the end of the 90 paid contract day period. Faculty members will be scheduled and assigned duties for the 90 paid contract days in accordance with the needs of the College.

32.24 Faculty members shall be compensated for the number of days actually worked during the notification period. However, such faculty members may use leave to which entitled under the provisions of article 29 until the end of the notification period.

32.3 Retention & Layoff Criteria

32.31 After the curriculum and services which will be offered have been determined by management, faculty members shall be selected for layoff according to seniority of faculty members with layoff in reverse order of seniority, subject to 32.31(1) and (2) below:

(1) The qualifications of faculty members to fill the remaining position(s).

(2) Maintenance of the College's affirmative action goals as required by state and federal law.

32.32 Definitions of the criteria listed in 32.31.

(1) Qualifications: The education and experience required for the position with respect to teaching faculty members, i.e., that required for "Instructor Approval" in accordance with College personnel procedures. For some programs, such qualifications shall also include state licensure and industrial certification requirements as a part of the qualifications. In the case of counselors and librarians, those educational and experience requirements under the current job description(s).

(2) Seniority shall be defined as the faculty member's total length of continuous service to the College as a full-time faculty member. Seniority will be computed and accrue from the faculty member's date of employment in a bargaining unit position as a first year probationary faculty member, and shall continue to accrue during approved paid leaves of absence. Effective July 1, 1987, a faculty member's seniority date shall be reduced by one year for any unpaid leave of absence (for other than educational purposes) of two terms (or 120 contract days) or more

in the same academic year, or for one term (or 60 contract days) in two consecutive years. For purposes of 32.32(2), no unpaid leave of absence of one term (or 60 contract days) or more shall be counted more than once.

Relocation within the layoff notification period.

32.41 Upon the written request of a faculty member who received a layoff notice in accordance with article 32.22, submitted to the director of Employee Relations, management will attempt to transfer the faculty member to a vacant faculty bargaining unit position for which the faculty member is qualified, provided that the vacant position is to be filled.

32.42 In the case of such a transfer a continuous appointment faculty member shall be placed on a probationary appointment and after no more than two years of satisfactory service in the new position, continuous appointment status shall be reinstated.

32.43 Management shall have the sole right to determine whether or not candidates for transfer are qualified and whether or not to select from among the candidates to fill the position. The professional improvement plan as required in article 13 will address activities designed to enhance the faculty member's competence in the new position.

Recall The provisions of this subsection pertain only to continuous appointment faculty members.

32.51 If a continuous appointment faculty member is terminated under the provisions of this article, the released faculty member's position shall not be filled within a period of three years by a full-time replacement, either temporary or probationary, unless the released faculty member has been offered reappointment and declines it.

32.511 Recall will be in the reverse order of layoff as specified in article 32.3.

32.512 Continuous appointment faculty on layoff status will be offered the first right of refusal to teach any part-time class which is scheduled and for which the faculty member is qualified, provided that the faculty member advises the appropriate department administrators of such interest and availability, and provided that the faculty member gives a timely response to any such offers.

32.52 Faculty members on layoff status under the provisions of this article shall have the option to continue the health insurance program at their own expense, for a period of time and under conditions as allowed by the insurance carrier.

32.53 In the event of recall, the College shall notify a faculty member of recall by certified letter return receipt requested to the last address given to the College by the faculty member. The faculty member shall notify the College within 30 calendar days of acceptance or refusal of the position offered.

32.54 Any faculty member who does not accept a recall will lose all further recall rights and will be deemed to have resigned from employment with the College.

32.541 Any faculty member who fails to respond to a recall notice or, having accepted a position with the College, fails to report to work on the date specified in the recall notice shall be terminated from employment with the College.

32.542 Faculty members who resign or retire while on layoff status shall no longer be subject to the recall provisions of this article.

32.543 Any faculty member not recalled pursuant to this article within three years of layoff will be deemed to have resigned from College employment.

32.55 Upon reappointment to a full-time bargaining unit position, the following shall apply:

(1) Unused accumulated sick leave (subject to PERS rules and regulations) and professional leave eligibility to which the faculty member was entitled at the time of layoff shall be restored.

(2) Seniority earned to the date of layoff shall be restored. The faculty member shall not earn seniority during layoff status.

(3) Step placement on the faculty salary schedule in existence at the time of recall shall be

based on the step placement held at time of layoff and shall be determined as follows:

(a) Faculty members who worked only one academic term during the year of layoff shall be placed at a step on the salary schedule which represents the same or not less than the salary held at the time of layoff.

(b) Faculty members who worked at least two full academic terms (or 120 contract days) during the year of layoff shall be placed at a step on the salary schedule which represents a one step advancement from the salary held at the time of layoff.

ARTICLE 33 - GRIEVANCE PROCEDURE

33.1 Definitions and General Provisions

33.11 Grievance: A grievance is an allegation that a specific and identifiable section of this agreement has been violated.

33.111 Allegations or complaints of unlawful discrimination as listed in article 3.1 of this agreement are excluded from this procedure and will be processed through the College discrimination complaint procedures as specified in article 3 of this agreement or the appropriate state and federal agencies.

33.12 Grievant: Any faculty member or group of faculty members or the Federation who alleges a violation of the terms and conditions of this agreement and thereupon initiates grievance procedures.

33.13 Parties Directly Involved: Shall include the grievant, any management official who rendered a decision on the grievance, the Federation representative, and the director of Employee Relations, who is the management contract administration officer.

33.14 "Days" as used herein shall mean Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the twelve month academic year, and shall not include the day on which a grievance is presented or appealed or decision rendered.

33.15 Federation representative shall be the faculty member designated by the Federation to represent its interests and to represent the grievant. The grievant and the authorized Federation representative shall be permitted to attend meetings with management for the purposes of adjusting grievances under this article at times that do not interfere with their established work schedules.

33.16 The written statement of grievance shall include the article(s) of the contract alleged to have been violated, the factual details of the violation, the requested remedy(s), and shall be signed by the grievant.

33.17 Copies of the grievance statement shall be provided to the Federation representative and the director of Employee Relations as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appears.

33.18 Timelines may be extended by mutual agreement. The agreement must be in writing and include the dates to which the timelines have been extended. It will be signed by the management supervisor involved or the director of Employee Relations and the Federation representative or the grievant. If either party fails to comply with the timelines established in this article, the grievance shall proceed to the next step except as follows:

a) If the president defaults on the timelines as specified in article 33.34 and 33.54, the grievance may proceed to arbitration under the provisions of article 33.61.

b) If the Federation defaults on the timelines for arbitration as specified in article 33.61, the grievance shall be settled.

33.2 Informal Grievance Procedure
Preamble: The Federation and management agree that every attempt should be made to resolve differences informally.

33.21 Grievant(s) shall meet with the immediate management supervisor to informally discuss the potential grievance. The informal process for the Federation or a group of employees with different supervisors shall be a discussion of the potential grievance at a contract administration meeting called for that purpose.

33.22 If the grievance is not settled informally, grievant may use the formal procedure.

3.3 Formal Grievance Procedure (Individual Grievance)

33.31 The formal written statement of grievance (which meets the requirements of article 33.16) shall be submitted to grievant's immediate management supervisor within twenty-two (22) days of the event which is the subject of the grievance or knowledge thereof. A copy shall be provided to the Federation and to the director of Employee Relations. A meeting between the immediate management supervisor and the grievant shall occur within five (5) days of the request for meeting. The immediate management supervisor shall answer in writing within five (5) days after such meeting, providing copies to all parties directly involved (33.13). The answer shall include a definitive decision and the rationale for the decision.

33.32 If the grievant is not satisfied with the action taken by the immediate management supervisor, the grievant may within five (5) days, submit the grievance to the associate dean/director. Within five (5) days of receiving the statement of grievance, the associate dean/director shall meet with the grievant. The written decision of the associate dean/director shall be sent to all parties directly involved (see 33.13) within five (5) days of the meeting with the grievant.

33.33 If the grievant is not satisfied with the action taken by the associate dean/director, the grievant may within five (5) days submit the grievance to the executive dean/vice president. Within five (5) days of receiving the statement of grievance, the executive dean/vice president shall meet with the grievant. The written decision of the executive dean/vice president shall be sent to all parties directly involved (see 33.13) within ten (10) days of the initial meeting with the grievant.

33.34 If the grievant is not satisfied with the action taken by the executive dean/vice president, the grievant may within five (5) days submit the grievance to the president. The same procedures shall be applied here as are applied to section 33.33 above for the executive dean/vice president.

33.4 Formal Grievance Procedure for a Group of Faculty Members with Different Supervisors or the Federation.

33.41 The written grievance shall be submitted to the director of Employee Relations and to the Federation (if the Federation is not the grievant) within twenty-two (22) days of the event which is the subject of the grievance or knowledge thereof. The grievance statement shall meet the requirements of article 33.16 of this agreement.

33.42 A meeting with the director of Employee Relations, the executive officers involved, and the grievants shall take place within ten (10) days of the receipt of the written grievance.

33.43 The director of Employee Relations shall issue a written response within fifteen (15) days of the meeting with copies to all parties directly involved (see 33.13).

33.44 If the grievants are not satisfied with the decision, they may elect to appeal the decision to the College president under the provisions of article 33.34 of this agreement.

33.5 Arbitration

33.51 If the grievant(s) is (are) not satisfied with the action taken by the president, the Federation may within fifteen (15) days submit the grievance to binding arbitration.

33.52 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall attempt to agree on an arbitrator in each case. If the parties are unable to agree upon an arbitrator within ten (10) days after arbitration is invoked, they then shall jointly petition the State Employment Relations Board for a panel of arbitrators. If the parties agree that they do not want to strike from the list provided by the Employment Relations Board, the parties may agree to request additional lists from the Employment Relations Board or to request a list from another arbitration service. The parties shall select a single arbitrator from such panel by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven (7) days notice will be given all parties of the time and place of the hearing.

33.53 Before the arbitration hearing, the parties will attempt to agree on a procedure for the exchange of the names of anticipated witnesses and anticipated exhibits.

33.54 The arbitrator will decide only the issue presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be consistent with the terms of this agreement and shall be final and binding upon both parties and upon the grievant to the extent that it is within his authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any of the provisions of this agreement. Within twenty-five (25) days after completion of the hearing, the arbitrator shall render a decision.

33.541 In cases involving suspension or termination, the arbitrator may award backpay to accompany an order of reinstatement. However, in no case may the arbitrator order reinstatement in any instance in which the alleged contractual violations are those of procedure rather than substance. In no case may the arbitrator direct that a probationary faculty member be reappointed beyond the contract year in which the discipline was imposed, nor may the arbitrator award continuous appointment.

33.55 Expenses incident to the services of the arbitrator shall be born equally by the parties hereto. It is further agreed that the above grievance-arbitration procedure shall be and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between a faculty member and the Board unless specifically stipulated otherwise elsewhere in the agreement, and is further agreed that the employees covered hereunder shall be bound by any decisions, determinations, agreements, or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure.

CLE 34 - FUNDING

parties recognize that revenue needed to fund the salaries and er financial benefits provided by this agreement must be oved by legally established budget procedures and in certain :umstances by vote of the citizens of the Portland Community ege District.

such payments are therefore contingent upon sources of revenue where applicable, voter approval. The Board agrees to include ts budget amounts sufficient to fund the compensation provided his agreement unless sufficient revenues are not made lable to the college. The Board has no intention of reducing compensation specified in this agreement because of budgetary itation, but cannot and does not guarantee any level of oyment in the bargaining unit covered by this agreement.

ARTICLE 35 - UNINTERRUPTED EDUCATIONAL SERVICES

35.1 The Board and the Federation shall use their best efforts to avoid any interruption of educational services provided by Portland Community College. Neither the Federation nor faculty members shall cause or engage in any work stoppage or concerted avoidance of work during the term of this agreement. The Board shall not engage in any lockout of employees during the term of this agreement.

35.2 There shall be no strike, interruption of work or picketing by faculty members or the Federation during the term of this agreement because of any dispute or disagreement between any other persons (or members of other employee unions or associations or labor groups) who are not parties to this agreement; provided, however, that in the event of a strike by classified employees of the college, no faculty member who is covered by this agreement will be required to perform work which was previously performed by classified employees and not by such faculty member.

RTICLE 36 - MISCELLANEOUS

6.1 Under established procedures, management shall provide voluntary payroll deductions for approved tax sheltered annuities, life insurance, Portland Teachers Credit Union, United Good Neighbors and others mutually agreed upon.

6.2 This agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of Portland Community College which are contrary to or inconsistent with its terms.

6.3 This agreement constitutes the entire negotiated agreement between the parties and may be altered, changed, added to, deleted from or modified only by mutual consent of the parties in a written signed amendment. This agreement supersedes all individual employment contracts signed prior to the effective date of this agreement.

6.4 The parties agree that negotiations will not be reopened on any item during the life of this agreement except under the provisions of the savings clause in this agreement (36.5) or by mutual consent.

6.5 If any provision of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any such tribunal, the remainder of the agreement shall not be affected thereby, and upon the request of either the Board or the Federation the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

6.6 The parties agree to meet not later than October 1988 to adopt ground rules for the negotiation of an agreement to commence September 1, 1989. Negotiations will be conducted during fall term 1988. The Federation will notify the management contract administration officer of the names of faculty negotiation team members by the preceding May 1 to provide adequate time to make arrangements for replacement faculty. The Federation shall notify the management contract administration officer immediately of any subsequent changes in Federation team membership necessitated by unforseen circumstances.

6.7 The parties agree to apply the terms and conditions of this agreement in a fair and equitable manner.

ARTICLE 37 - TERM OF AGREEMENT

This agreement shall be in effect from September 1, 1986 through August 31, 1989.

PORTLAND COMMUNITY COLLEGE
FACULTY FEDERATION

SUE O'RIELLY, PRESIDENT

STEVE CAREY, CHIEF NEGOTIATOR

PORTLAND COMMUNITY COLLEGE
DISTRICT

WILLIAM R. LONG, CHAIRMAN OF
THE BOARD

DANIEL F. MORIARTY, PRESIDENT

BEVERLY R. HOOTEN, CHIEF
NEGOTIATOR

FACULTY NEGOTIATION TEAM:

Michael Dembrow
H. Thomas Gillespie
Bill Smith
Patricia Whitney
Jane Howard, Advisor

MANAGEMENT NEGOTIATION TEAM:

Donald Creek
William MacDonald
Ann Morton
Donna Cameron, Advisor

APPENDIX A

FACULTY MEMBER CONTINUOUS APPOINTMENT CONTRACT

ontract between Portland Community College (herein referred to as College)
____________________ (herein referred to as faculty member), the parties
follows:

This contract is subject to the provisions of the Agreement between Portland
munity College and the Portland Faculty Federation, Local 2277, a copy of
ch is herewith provided the faculty member and hereinafter referred to as
e Agreement."

College hires faculty member on continuous appointment to work as a
____________________ according to the job description set forth
the Agreement.

Employment commences ____________________.

The faculty member shall work 180 days durings during the academic year which
ll be scheduled in three consecutive quarters unless mutually agreed to be
erwise.

The faculty members salary shall be in accordance with Article 27 and Appendix
f the Faculty Agreement. The monthly salary rate for ____________________
ough ____________________ will be $____________________, the monthly rate
____________________ through ____________________ will be $____________________.
monthly rate for ____________________ through ____________________ will be
____________________.

Increases in each subsequent year shall be in accordance with the provisions
Article 27 of the Agreement providing the advancement from step to step with
schedules negotiated with the Federation for the year.

In the event that the contract is terminated before the completion of 180
, or if the faculty member fails to complete 180 days during a contract year,
total compensation will be reduced in proportion to the number of contract
completed divided by 180.

Dated: ____________________ **PORTLAND COMMUNITY COLLEGE**

By: ____________________
President

____
Executive Officer

ract offer is void unless returned to the College personnel office no later
days from the above date. Retain copy for your files.

Accepted this __________ day of ______________, 19____.

____
FACULTY MEMBER

APPENDIX B

FACULTY MEMBER PROBATIONARY APPOINTMENT CONTRACT

By this contract between Portland Community College (herein referred to as College), and ________________________________ (herein referred to as faculty member), the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and which is hereinafter referred to as "the Agreement."

2. College hires faculty member on probationary appointment to work as a ______________________________ according to the job description set forth in the Agreement.

3. Employment commences ________________________ and terminates ______________________.

4. This is the ______ probationary year of employment out of three required under Article 9 of the Agreement.

5. The faculty member shall work 180 days during the academic year which shall be scheduled in three consecutive quarters unless mutually agreed to be otherwise.

6. The faculty members salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for ____________ through ____________ will be $______________, the monthly rate for ____________ through ____________ will be $____________, the monthly rate for ____________ through ________________ will be $______________.

7. Increases in each subsequent year shall be in accordance with the provisions of Article 27 of the Agreement providing for advancement from step to step and with pay schedules negotiated with the Federation for that year.

8. In the event that the contract is terminated before the completion of 180 days, or if the faculty member fails to complete 180 days during a contract year, the total compensation will be reduced in proportion to the number of contract days completed divided by 180.

9. Dated: ________________ **PORTLAND COMMUNITY COLLEGE**

By: ______________________
President

____
Executive Officer

This contract offer is void unless returned to the College personnel office no later than 30 days from the above date. Retain copy for your files.

10. Accepted this __________ day of __________, 19___.

____
FACULTY MEMBER

APPENDIX C

FACULTY MEMBER SPECIAL CONTINUOUS APPOINTMENT CONTRACT

this contract between Portland Community College (herein referred to as lege) and ______________________________ (herein referred to as faculty member) parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and hereinafter referred to as "the Agreement."

2. College hires faculty member on continuous appointment to work as a ____ according to the job description set forth in the Agreement.

3. This contract is conditioned on the existence of funding for the ____ program from ______________________ ____________________________________ non-general fund source and may be terminated at any time by the College if such funding is terminated or reduced.

4. Employment commences _________________________________.

5. The faculty member shall work 180 days during the academic year which shall be scheduled in three consecutive quarters unless mutually agreed to be otherwise.

6. The faculty members salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for ___________________________ through ______________________ will be $_________________, the monthly rate for _________________ through ____________________ will be $__________________, the monthly rate for ______________________ through ______________________ will be $____________.

7. Increases in each subsequent year shall be in accordance with the provisions of Article 27 of the Agreement providing for advancement from step to step and with pay schedules negotiated with the Federation for the year. In the event the contract is terminated under paragraph 3 above, or if the faculty member fails to complete 180 days, the total compensation will be reduced in proportion to the number of contract days completed divided by 180.

8. Dated _________________________ **PORTLAND COMMUNITY COLLEGE**

By: _________________________
President

____
Executive Officer

contract offer is void unless returned to the College personnel office no r than 30 days from the above date. Retain copy for your files.

9. Accepted this ______________ day of _________________ 19____.

____
FACULTY MEMBER

APPENDIX D

FACULTY MEMBER SPECIAL PROBATIONARY APPOINTMENT CONTRACT

By this contract between Portland Community College (hereinafter referred to as College) and ______________________________ (hereinafter referred to as faculty member) the parties agree as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member and which is hereinafter referred to as "the Agreement."

2. College hires faculty member on probationary appointment to work as a ______________________________ according to the job description set forth in the Agreement.

3. This contract is conditioned on the existence of funding for the ____ program from ________________________________ non-general fund source and may be terminated at any time by the College if such funding is terminated or reduced.

4. Employment commences ________________________ and terminates ________________________.

5. The faculty member shall work 180 days during the academic year which shall be scheduled in three consecutive quarters unless mutually agreed to be otherwise.

6. This is the __________ probationary year of employment out of three required under Article 9 of the Agreement.

7. The faculty members salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for ________________ through ________________ will be $______________, the monthly rate for ________________ through ____________________ will be $____________________, the monthly rate for ____________________ through ____________________ will be $________________________.

8. Increases in each subsequent contract year shall be in accordance with the provisions of Article 27 of the Agreement providing for advancement from step to step and with pay schedules negotiated with the Federation for that year. In the event the contract is terminated under paragraph 3 above, or if the faculty member fails to complete 180 days during the contract year, the total compensation will be reduced in proportion to the number of contract days completed divided by 180.

9. Dated: __________________________

PORTLAND COMMUNITY COLLEGE

By: ________________________
President

____
Executive Officer

This contract offer is void unless returned to the College personnel office no later than 30 days from the above date. Retain copy for your files.

10. Accepted this ____________ day of ____________, 19___.

____
FACULTY MEMBER

APPENDIX E

FACULTY MEMBER TEMPORARY CONTRACT

this contract between Portland Community College (herein referred to as College) and ______________________________ (herein referred to as faculty member), the parties ee as follows:

1. This contract is subject to the provisions of the Agreement between Portland Community College and the Portland Faculty Federation, Local 2277, a copy of which is herewith provided the faculty member which is hereinafter referred to as "the Agreement."

2. College hires faculty member on temporary appointment to work as a ______________________________ according to the job description set forth in the Agreement.

3. This contract (a) is renewable only as described under Article 9.51 and may be terminated at the discretion of the college; and (b) is conditioned on the following special conditions: ____
____

4. Employment commences ____________________ and terminates ______________________________. This is a temporary appointment, and the time is not applicable toward probationary or continuous appointment contract status except as detailed in Article 9.53.

5. The faculty member shall work 180 days during the term of this contract according to a work schedule assigned by the college.

6. The faculty members salary shall be in accordance with Article 27 and Appendix F of the Faculty Agreement. The monthly salary rate for ________________ through ____________________ will be $________________, the monthly rate for ________________ through ____________________ will be $________________, the monthly rate for ________________ through ____________________ will be $________________. In the event that the funding of the ____________________ program is discontinued before the completion of the designated number of working days, or if the faculty member fails to complete 180 days during this contract year, this contract will be terminated and the total compensation will be reduced in proportion to the number of contract days completed divided by 180.

7. Dated: ________________

PORTLAND COMMUNITY COLLEGE

By: ______________________________
President

____
Executive Officer

contract offer is void unless returned to the college personnel office no later 30 days from the above date. Retain copy for your files.

8. Accepted this __________ day of ____________________, 19____.

____
FACULTY MEMBER

Appendix F

FACULTY SALARY SCHEDULE

	1986-87		1987-88		1988-89	
SCHEDULE:	C	D	E	F	G	H
Effective Date:	9/86	3/87	9/87	3/88	9/88	3/89
Pay Date:		4/1/87	10/1/87	4/1/88	10/1/88	4/1/89
1.	20,500.00	21,000.00	21,500.00	22,500.00	23,000.00	24,000.00
Mo.	1,708.33	1,750.00	1,791.67	1,875.00	1,916.67	2,000.00
Day	113.89	116.67	119.44	125.00	127.78	133.33
2.	21,500.00	22,000.00	22,500.00	23,500.00	24,000.00	25,000.00
Mo.	1,791.67	1,833.33	1,875.00	1,958.33	2,000.00	2,083.33
Day	119.44	122.22	125.00	130.56	133.33	138.89
3.	22,500.00	23,000.00	23,500.00	24,500.00	25,000.00	26,000.00
Mo.	1,875.00	1,916.67	1,958.33	2,041.67	2,083.33	2,166.67
Day	125.00	127.78	130.56	136.11	138.89	144.44
4.	23,500.00	24,000.00	24,500.00	25,500.00	26,000.00	27,000.00
Mo.	1,958.33	2,000.00	2,041.67	2,125.00	2,166.67	2,250.00
Day	130.56	133.33	136.11	141.67	144.44	150.00
5.	24,500.00	25,000.00	25,500.00	26,500.00	27,000.00	28,000.00
Mo.	2,041.67	2,083.33	2,125.00	2,208.33	2,250.00	2,333.33
Day	136.11	138.89	141.67	147.22	150.00	155.56
6.	25,500.00	26,000.00	26,500.00	27,500.00	28,000.00	29,000.00
Mo.	2,125.00	2,166.67	2,208.33	2,291.67	2,333.33	2,416.67
Day	141.67	144.44	147.22	152.78	155.56	161.11
7.	26,500.00	27,000.00	27,500.00	28,500.00	29,000.00	30,000.00
Mo.	2,208.33	2,250.00	2,291.67	2,375.00	2,416.67	2,500.00
Day	147.22	150.00	152.78	158.33	161.11	166.67
8.	27,500.00	28,000.00	28,500.00	29,500.00	30,000.00	31,000.00
Mo.	2,291.67	2,333.33	2,375.00	2,458.33	2,500.00	2,583.33
Day	152.78	155.56	158.33	163.89	166.67	172.22
9.	28,500.00	29,000.00	29,500.00	30,500.00	31,000.00	32,000.00
Mo.	2,375.00	2,416.67	2,458.33	2,541.67	2,583.33	2,666.67
Day	158.33	161.11	163.89	169.44	172.22	177.78
10.	29,500.00	30,000.00	30,500.00	31,500.00	32,000.00	33,000.00
Mo.	2,458.33	2,500.00	2,541.67	2,625.00	2,666.67	2,750.00
Day	163.89	166.67	169.44	175.00	177.78	183.33
11.	30,500.00	31,000.00	31,500.00	32,500.00	33,000.00	34,000.00
Mo.	2,541.67	2,583.33	2,625.00	2,708.33	2,750.00	2,833.33
Day	169.44	172.22	175.00	180.56	183.33	188.89
12.	31,500.00	33,000.00	34,000.00	35,000.00	35,800.00	37,000.00
Mo.	2,625.00	2,750.00	2,833.33	2,916.67	2,983.33	3,083.33
Day	175.00	183.33	188.89	194.44	198.89	205.56

For explanation of salary schedule changes see next page.

CHEDULE C: **September 1, 1986**
$400 bonus for those on step 12 prior to September 1, 1986.
Step increments those on steps 1-11.

CHEDULE D: **Pay April 1, 1987 (6 month pay)**
$500 to steps 1-11.
$1500 to step 12.

CHEDULE E: **September 1, 1987**
$500 to steps 1-11.
$1,000 to step 12.
Step increments those on steps 1-11.

CHEDULE F: **Pay April 1, 1988 (6 month pay)**
$1,000 to all steps

CHEDULE G: **September 1, 1988**
$500 to steps 1-11.
$800 to step 12.
Step increments those on steps 1-11.

CHEDULE H: **Pay April 1, 1989 (6 month pay)**
$1,000 to steps 1-11.
$1,200 to step 12.

or explanation of progression from step to step on these salary schedules
ee Appendix G

APPENDIX G

FACULTY SALARY PROGRESSION CHART

GUIDE 1

YR.	1985-86	1986-87		1987-88		1988-89	
SCHEDULE	C	C	D	E	F	G	H
Effective:	9/85-8/86	9/86	3/87-8/87	9/87	3/88-8/88	9/88	3/89-8/89
Pay Date:			4/1/87	10/1/87	4/1/88	10/1/88	4/1/89
Yr.						1. 23,000.00	24,000.00
Mo.						1,916.67	2,000.00
Day						127.78	133.33
Yr.				1. 21,500.00	22,500.00	2. 24,000.00	25,000.00
Mo.				1,791.67	1,875.00	2,000.00	2,083.33
Day				119.44	125.00	133.33	138.89
Yr.		1. 20,500.00	21,000.00	2. 22,500.00	23,500.00	3. 25,000.00	26,000.00
Mo.		1,708.33	1,750.00	1,875.00	1,958.33	2,083.33	2,166.67
Day		113.89	116.67	125.00	130.56	138.89	144.44
Yr.	1. 20,500.00	2. 21,500.00	22,000.00	3. 23,500.00	24,500.00	4. 26,000.00	27,000.00
Mo.	1,708.33	1,791.67	1,833.33	1,958.33	2,041.67	2,166.67	2,250.00
Day	113.89	119.44	122.22	130.56	136.11	144.44	150.00
Yr.	2. 21,500.00	3. 22,500.00	23,000.00	4. 24,500.00	25,500.00	5. 27,000.00	28,000.00
Mo.	1,791.67	1,875.00	1,916.67	2,041.67	2,125.00	2,250.00	2,333.33
Day	119.44	125.00	127.78	136.11	141.67	150.00	155.56
Yr.	3. 22,500.00	4. 23,500.00	24,000.00	5. 25,500.00	26,500.00	6. 28,000.00	29,000.00
Mo.	1,875.00	1,958.33	2,000.00	2,125.00	2,208.33	2,333.33	2,416.67
Day	125.00	130.56	133.33	141.67	147.22	155.56	161.11
Yr.	4. 23,500.00	5. 24,500.00	25,000.00	6. 26,500.00	27,500.00	7. 29,000.00	30,000.00
Mo.	1,958.33	2,041.67	2,083.33	2,208.33	2,291.67	2,416.67	2,500.00
Day	130.56	136.11	138.89	147.22	152.78	161.11	166.67
Yr.	5. 24,500.00	6. 25,500.00	26,000.00	7. 27,500.00	28,500.00	8. 30,000.00	31,000.00
Mo.	2,041.67	2,125.00	2,166.67	2,291.67	2,375.00	2,500.00	2,583.33
Day	136.11	141.67	144.44	152.78	158.33	166.67	172.22
Yr.	6. 25,500.00	7. 26,500.00	27,000.00	8. 28,500.00	29,500.00	9. 31,000.00	32,000.00
Mo.	2,125.00	2,208.33	2,250.00	2,375.00	2,458.33	2,583.33	2,666.67
Day	141.67	147.22	150.00	158.33	163.89	172.22	177.78
Yr.	7. 26,500.00	8. 27,500.00	28,000.00	9. 29,500.00	30,500.00	10. 32,000.00	33,000.00
Mo.	2,208.33	2,291.67	2,333.33	2,458.33	2,541.67	2,666.67	2,750.00
Day	147.22	152.78	155.56	163.89	169.44	177.78	183.33
Yr.	8. 27,500.00	9. 28,500.00	29,000.00	10. 30,500.00	31,500.00	11. 33,000.00	34,000.00
Mo.	2,291.67	2,375.00	2,416.67	2,541.67	2,625.00	2,750.00	2,833.33
Day	152.78	158.33	161.11	169.44	175.00	183.33	188.89
Yr.	9. 28,500.00	10. 29,500.00	30,000.00	11. 31,500.00	32,500.00	12. 35,800.00	37,000.00
Mo.	2,375.00	2,458.33	2,500.00	2,625.00	2,708.33	2,983.33	3,083.33
Day	158.33	163.89	166.67	175.00	180.56	198.89	205.56
Yr.	10. 29,500.00	11. 30,500.00	31,000.00	12. 34,000.00	35,000.00	12. 35,800.00	37,000.00
Mo.	2,458.33	2,541.67	2,583.33	2,833.33	2,916.67	2,983.33	3,083.33
Day	163.89	169.44	172.22	188.89	194.44	198.89	205.56
Yr.	11. 30,500.00	12. 31,500.00	33,000.00	12. 34,000.00	35,000.00	12. 35,800.00	37,000.00
Mo.	2,541.67	2,625.00	2,750.00	2,833.33	2,916.67	2,983.33	3,083.33
Day	169.44	175.00	183.33	188.89	194.44	198.89	205.56
Yr.	12. 31,500.00	12. 31,500.00	33,000.00	12. 34,000.00	35,000.00	12. 35,800.00	37,000.00
Mo.	2,625.00	2,625.00	2,750.00	2,833.33	2,916.67	2,983.33	3,083.33
Day	175.00	175.00	183.33	188.89	194.44	198.89	205.56

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROGUE COMMUNITY COLLEGE

AND

ROGUE COMMUNITY COLLEGE EDUCATION ASSOCIATION

JULY 1, 1985 - JUNE 30, 1987

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ARTICLE 1

PREAMBLE

As the result of collective bargaining, the parties to this Agreement hereby reduce to writing and execute a Collective Bargaining Agreement to be in full force and effect for the term hereof. The parties to this Agreement are ROGUE COMMUNITY COLLEGE BOARD OF EDUCATION, hereinafter referred to as "DISTRICT," "BOARD," OR "COLLEGE," and ROGUE COMMUNITY COLLEGE EDUCATION ASSOCIATION, hereinafter referred to as "ASSOCIATION."

ARTICLE 2

ASSOCIATION RECOGNITION-UNIT DEFINITION

A. Recognition and Unit Definition

1. The Employer recognizes the Association as the sole and exclusive bargaining representative for all instructors, counselors, and other professional staff who work sixty percent (60%) or more of a full-time equivalent workload or who are projected to work sixty percent (60%) or more of an annual full-time equivalent workload.

2. Excluded from this unit are:

    a. Supervisors and confidential employees as defined in ORS 243.650 (6), (14) including, but not limited to supervisory and confidential employees designated by Rogue Community College Board Resolution #9-78.

    b. Faculty whose teaching load is less than sixty percent (60%), substitute instructors; and

    c. All other employees of the Employer.

3. The term "professional staff" shall include the Director of Financial Aid, the Directors of Resource Centers, and the Systems Analyst.

B. Exclusive Representative:

Employer agrees not to negotiate with or recognize any instructor organization other than Association for the duration of this Agreement, so long as Association is officially certified to act as the exclusive collective bargaining agent for the employees included in the unit defined herein.

ARTICLE 3

SCOPE, EFFECT, AND TERM OF AGREEMENT

A. Scope of Agreement:

This Agreement is the sole and entire Collective Bargaining Agreement between the parties with respect to wages, hours and conditions of employment for all employees included in the bargaining unit. In the event of conflict, the terms of this Agreement shall prevail over the terms of any individual employment contract of any member of the unit.

B. Merger

This Agreement supersedes and cancels all previous negotiations, agreements (verbal or written), understandings, benefits or alleged past employment practices except to the extent, if at all, as they may be expressly stated herein. The District shall consult and confer in good faith with the Association prior to terminating or substantially altering established employment practices.

Nothing in this paragraph shall prevent the parties from agreeing upon, reducing, or writing and signing "memoranda of understanding" by which the parties may establish binding interpretations of the contract on which both parties can rely.

C. Waiver of Further Bargaining:

Neither party is obligated to enter into any further collective bargaining over any subject during the term of this Agreement whether the subject is included or omitted from this Agreement and whether or not the need or desirability of the inclusion of such a matter in this Agreement is presently known or hereafter discovered. Both parties hereby unconditionally waive any further bargaining to be applicable during the term of this Agreement.

D. Savings Clause:

If any section, subsection, sentence, or clause of this Agreement shall be held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Agreement.

E. Nondiscrimination and Nonreprisal Clause:

Neither the terms nor the operation of this Agreement shall in any way discriminate against any employee because of age, race, religion, sex, or national origin.

Neither party hereto shall engage in any type or form of reprisal against the other by reason of the exercise of the rights, duties, or responsibilities conferred herein or reserved hereby.

F. Renewal and Negotiations for Successor Agreement:

The terms and conditions of this Agreement shall continue in full force and effect until such time as one party shall give to the other, in writing, ten (10) days' advance notice of intent to cancel.

The parties will begin bargaining for a successor Agreement in the event either party desires to change or modify this Agreement, no later than January 15 of the year this Contract is due to expire.

G. Definitions and Interpretations:

As used throughout this Agreement, the following words shall be deemed to have the following definitions and the following rules shall be utilized in the interpretation of this Agreement:

1. Neither the terms nor operation of this Agreement shall require either party to commit any unlawful act or indulge or promulgate any unlawful practice.

2. No modification of this Agreement shall be valid unless reduced to writing and signed by both parties.

3. All pronouns shall include both male and female persons.

4. The terms "instructor" or "teacher" shall refer to instructional employees included within the bargaining unit as defined in Section A hereinabove, and compensated at Level I or II of Appendix A.

5. The term "department head" shall refer to a unit member who typically performs, among others, the following duties: liaison between community and educational programs, recruits and recommends part-time instructors, and coordinates departmental activities, assists in budget preparation, conducts advisory committee meetings, and does initial class schedule.

6. The term "member" shall refer to all employees in the unit.

ARTICLE 4

STATEMENT OF RIGHTS: MANAGEMENT, ASSOCIATION, AND INSTRUCTORS

A. Management Rights:

Except ONLY as expressly provided otherwise in this Agreement, the Board retains the supreme and exclusive governing authority of the College whether conferred or held by law, custom or practice, including without limitation but by way of illustration, the right and prerogative in the Board's sole discretion:

1. To determine class size;
2. To hire additional employees, whether full-time, part-time, or supplemental; initially place any new employees at a salary level determined by individual contract;
3. To establish and promulgate the college calendar;
4. To institute, abolish, or reorganize any department, division, operation, program, course, or class of the College;
5. To hire, suspend, discharge, promote, demote, refuse to renew, transfer, and discipline employees;
6. To direct instructors in their duties;
7. To layoff employees at any time for financial or other bona-fide management reasons sufficient to the Employer;
8. To evaluate the efficiency, competency, and adequacy of all employees in the performance of their work and to hold employees accountable for the same;
9. To authorize temporary work or part-time instruction not connected to the regular operation of the College to be performed by any outside person, firm, or corporation as selected by the Board;
10. To establish grade and courses of instruction and to provide for curricular, co-curricular and extra-curricular, and community service programs;
11. To determine class sizes, non-classroom assignments, the hours of instruction, lead hours, contact hours, and the duties, responsibilities, and assignments of employees;
12. To enforce, establish, repeal, or modify Board policy and College regulations, except those which would conflict with the express terms of this Agreement;

13. To delegate authority through administrative channels; to maintain effective management and administrative control of the College properties and facilities;

14. To determine the location of schools, course offerings, and other facilities of the College;

15. To determine the financial policies, general accounting procedures, supply and equipment, inventory procedures, and public relations;

16. To create, combine, modify, or eliminate any employment positions; and,

17. To contract or subcontract any work.

The exercise by the Board of any of the foregoing management prerogatives not specifically restricted by this Agreement, is not subject to the grievance procedure provided herein nor to collective bargaining during the terms of this Agreement.

B. Association Rights:

The Association shall have the right to do the following:

1. Use of College Facilities

To use the College facilities for meetings, without charge, provided that such shall not interfere with or interrupt normal College operations, nor cause increased operational cost to the College; arrangement for such use shall be made in accordance with established procedures and if such use of the facilities involves increased maintenance cost to the District, such increased cost shall be paid by the Association.

2. Business on Campus:

To transact official Association business on the College campus provided that such business shall not interfere with or interrupt a member's duties.

3. College Equipment:

To use College equipment, including but not limited to typewriters, mimeograph machines, duplicating equipment, calculating machine, and audio-visual equipment, without cost, when such equipment is not otherwise in use for instructional purposes; provided no additional cost to the College shall be incurred by reason of such use. The Association shall be responsible for damages to the machinery occurring while in the Association's custody. The Association will provide its own paper and stencils except in the case of the dry copy machine usage when a charge of $.10 per copy page shall be charged and paid by the Association.

4. Bulletin Boards:

To use faculty bulletin boards for posting notices of its activities and job openings.

5. Communication:

To reasonable use of other channels of communication on campus.

6. Meeting Notices:

To publish meeting notices in the RCC Log.

7. Mailboxes:

To reasonable use of faculty mailboxes for communication to faculty members.

8. Board Meeting Agenda and Minutes:

To be furnished with a copy of the agenda and minutes of all College Board meetings at the same time and in the same form as such agendas and minutes are furnished to Board members save and except material relating to executive sessions.

9. Association Report:

To have regular provision made in the Board meeting agenda for a report from the Association.

10. Association Proposal on Board Agenda:

To place upon the Board's agenda an item of new business provided it communicates the text of the item of new business to the President's Office no later than Wednesday noon prior to the Board meeting.

11. Study Materials:

To receive a copy of study materials and monthly financial statements that are distributed to Board members prior to Board meetings except such study materials as are pertinent to matters that could be considered by the Board in executive session.

12. List of Unit Members:

To receive, no later than October 15 of each school year, a list of the names and current addresses of all persons whose jobs fall within the bargaining unit as defined in the Recognition-Unit Definition Clause of this Agreement. Thereafter, within two (2) weeks after the commencement of winter and spring terms to receive information as to additions to or deletions from the personnel within the unit.

13. Budget Formulation Participation:

To call meetings with the budget officer for informational purposes at mutually agreeable times. Up to two (2) representatives of the Association may attend such meetings.

14. Administrative Cabinet and Council Representative:

To have a permanent member appointed by the Association to the Cabinet and Administrative Council now meeting weekly at the College. The Association may appoint a substitute representative at any time.

15. Notice of New and Vacant Positions:

To receive notice from the Administration when, within the unit, new positions become available, or present positions will probably become vacant; such notice shall be given the Association thirty (30) days prior to the deadline for applications. The notification to the Association shall explain the basic qualifications, job description, and salary of the new or vacant position.

The Administration and the Association President, or the designated alternate, may mutually agree to a shorter deadline for the filling of applications.

16. Budget Proposals:

To submit to the budget officer prior to the finalization of the proposed budget, the Association's recommendation on budget appropriations for programs and priorities; such recommendations shall also be circulated with the finalized budget to the Board. The Association shall not, in its budget recommendations, refer to salary levels, fringe benefits, or other bargainable matters. This procedure shall be followed before any public presentation is made of the Association's position.

17. Interview of Prospective New Instructors:

Before new faculty in a department are hired, the existing instructors in that department shall have an opportunity to interview the applicant and make recommendations through the department chairperson to the Dean.

18. Administrative Personnel Selection Committee:

A committee, including unit members, shall be utilized to advise the President in the selection of new administrative personnel who will supervise unit members and may be utlized in the selection of other administrators where the President determines it to be appropriate.

C. Member's Rights:

1. Instructional Rights:

a. Academic Freedom:

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of education, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Thus,

(1) An instructor is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his other academic duties. It is recognized that Rogue Community College, working within the framework of the Oregon Legislative Directive for Community Colleges, is not designed as a research institution; and,

(2) An instructor is entitled to freedom in the classroom in discussing the subject, but he should be careful not to introduce into his teaching, controversial matter which has no relation to the subject of the course.

b. Initial Textbook Selection:

An instructor will initially select the appropriate textbooks, library books, and other instructional or informational materials for their subject or area of concern.

c. Grading:

The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the consultation of the instructor.

d. Required Appearances:

Whenever any instructor is required by the Employer to appear before the President, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his position or the salary pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview.

2. Personal Rights and Duties:

The instructor shall have all of the rights of any citizen, member of a learned profession, and an employee of an educational institution.

When an instructor speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations When speaking or writing as a citizen, the instructor must make every effort to indicate he is speaking or writing personally only and not as a spokesperson for the College.

The personal life of an instructor is not an appropriate concern of the Board, unless there is interference with his regular College duties.

No full-time staff member of the College shall engage in outside employment which interferes with his regular College duties. Prior to acceptance of employment involving substantial time, the individual concerned shall obtain the approval of the President, but such approval shall not be arbitrarily withheld and shall be given or withheld in a timely manner.

3. Copyrights - Patents:

a. The ownership of any materials or processes developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted or patented, if at all, in his name.

b. The ownership of materials or processes produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

c. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities, or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. If no agreement is consummated, ownership shall be determined by the courts.

d. An instructor shall not require students to purchase textbooks for the sale of which the instructor receives any royalties. If such textbook is approved by the Administration for use at the College, the royalties derived from the sale thereof shall be paid to the Student Aid Fund.

D. No-Strike Agreement:

The Association agrees that there will be no strike (which shall include any strike action, work stoppage, work slowdown, boycott failure to report for duty, picketing, willful absence from work or absence in whole or in part from the full, faithful, or proper performance of duty, or other concerted action), engaged in, authorized by, or approved by the Association or its members during the term of this Agreement

In the event of a strike which occurs or continues without the authorization or approval of the Association, the Association must use every effort to immediately terminate any such strike. Failure to take every effort to terminate such a strike shall constitute approval of the strike by the Association.

Article 5

Initial Employment: Regular Employee Status

A. Hiring

The hiring of new personnel to occupy positions which are or will be within the unit is a prerogative of management. All members are probationary employees until the attainment of regular status.

B. Initial Salary Placement:

See Appendix A.

C. Probationary Status:

The District may, in its discretion, expressly confer regular status on any member at any time.

No probationary employee has a property interest in any claim to job tenure or expectation of continued employment.

New members whose salaries are funded by non-continuing grants ("soft money") shall continue, if at all, from year to year on probationary status. All current regular members shall not be denied regular status.

If a probationary member is continued on College funds at the termination of his/her funding under a grant, two (2) years of accumulated probationary time may accumulate toward regular status attainment.

D. Attainment of Regular Status:

Members of the unit shall be probationary employees when first hired. The probationary status shall continue until a member has been employed full time for three (3) consecutive contract years. Such member shall attain regular status if satisfactory evaluation is received and evidence of satisfactory completion of the education requirement is shown.

1. After consultation with the employee, the College will notify the employee in writing which courses will be required. The College may require up to three (3) out of the following four (4) courses, or their equivalent.

   a. Methods of Teaching;

   b. Psychology of Learning;

   c. Evaluation of Learning; and

   d. Computer Literacy, which shall be considered satisfied by completion of Computer Science 101 or an RCC eight (8) hour inservice workshop or the equivalent.

2. This requirement shall be waived if such courses are not available in Josephine or Jackson county.

3. Substitute courses may be taken by non-teaching members, such classes to be offered in Josephine or Jackson Couny.

4. Probationary employees shall be guaranteed enrollment in any RCC class required under this article.

5. Professional growth funds will be made available to employees required to take classes under this article.

6. The College will post notices of available classes offered in Josephine or Jackson County.

7. Members whose salaries are paid from noncontinuing grants, "soft money," shall not attain regular status under the terms of this Agreement, unless such status was attained on or befor September of 1978.

   However, if such a member transfers to a regular position, he/she will be given full credit up to two (2) years for previous experience at Rogue towards achieving regular status. Also, if a "funded" position must be eliminated due to discontinuance of the funding, an affected member shall have the right to transfer to a vacancy within the bargaining unit for which he/she is qualified, if such a vacancy exists, such qualifications to include all academic credentials and characteristics specified in the position announcement.

ARTICLE 6

MONETARY BENEFITS: DIRECT AND INDIRECT

A. Direct Monetary Benefits:

Except as expressly provided elsewhere in this Agreement, the only direct monetary benefits payable to a member shall be as follows·

1. Compensation for Full-Time Employees:

   Each full-time member with a one hundred eighty-two (182) day contract shal be paid the appropriate salary designated in Appendix A. Anyone employed for more than one hundred eighty-two (182) days shall be paid at their daily rate.

2. Compensation for Less than Full-Time Employees

   Members employed less than full time shall be paid a salary upon a pro-rata basis. Indirect monetary benefits and other accruing benefit features of this Contract shall be paid, credited, or accrued to a less than full-time member at the rate of seventy-five percent (75%) of the rate applicable to full-time members.

3. Summer School Salary:

   a. Members teaching a full workload of classes, which have attained an average enrollment of twelve (12) or more students, shall be paid a pro-rata salary based on eighty percent (80%) of the arithmetic mean of the actual salaries paid to faculty calculated on the salary schedule in effect on February 1 of the year preceding the summer in question.

   b. Members teaching less than a full workload of classes, which have not attained an average enrollment of twelve (12) students, shall be paid a proportionate share of summer school salary calculated in subesection a. above.

      Lecture Class: One-fourth (1/4) for each three (3) credit class scheduled on the eight (8) week summer school schedule; one-fifth (1/5) for each three (3) credit class scheduled on the ten (10) week summer school schedule.

      Lecture/Lab: Contact hours of the class divided by twenty-two (22) for a ten (10) week schedule or by eighteen (18) for an eight (8) week schedule.

   c. Members choosing to teach a class which has not attained an average enrollment of twelve (12) students, but which the District may choose to continue, will be paid a fraction of the pay for that class. The fraction shall be the number of actual enrollment divided by twelve (12).

d. Shortened or modified scheduling of classes will result in equal time requirements for instructors. A full schedule shall consist of a minimum of one hundred twenty-eight (128) contact hours for lecture only and one hundred forty-one (141) contact hours for lecture/lab. Part-time member's requirement shall be proportional.

4. Teaching by Members:

Members who are not normally classroom instructors, but who are qualified to assume the full instructional responsibility for teaching a class may be selected by the District to teach, provided:

a. The Supervisor allows the teaching and preparation time within the normal work period for which the member is regularly paid.

b. Classes taught on the member's own time which shall be defined as evenings for a day-time employee will be compensated at the highest part-time teaching hourly rate.

5. Overtime Compensation:

Overtime pay shall be due only if the overtime worked is expressly authorized by the District in writing in advance.

If so authorized, excess workload will be compensated above individual contract levels in accordance with the highest appropriate part-time faculty rates.

6. Department Heads' Pay:

Department Heads will receive additional compensation in the form of a percentage of base pay determined by a point system defined in Appendix C.

7. Travel Expenses:

Members on approved College business will be reimbursed for travel expenses as follows:

Meals: Breakfast, $5.00; Lunch, $7.00; Dinner, $12.00; Total $24.00, tips included.

Mileage: Mileage will be paid at the maximum allowed by the Internal Revenue Service. If coach air fare is less than mileage cost, then the maximum paid for mileage will be the coach air fare amount. Odometer readings will be required for computation of mileage reimbursement.

Lodging: Receipts are required for all lodging to be reimbursed at the actual cost. When an advance is requested, a maximum of twenty-five dollars ($25.00) will be paid in lieu of actual cost.

B. Indirect Monetary Benefits:

1. Fringe Benefits:

The College shall provide the following benefits:

a. Full-family hospital/medical: College paid;
b. Full-family dental: College paid
c. Term Life Insurance: College paid
d. Vision Care: College paid

The College shall have the authority to select and approve insurance companies; however, the coverages provided above shall be no less than those offered under the current programs.

2. Tuition Waiver:

Each member shall be entitled to enroll at Rogue Community College with no tuition charge, for credit work up to nine (9) term hours in any term, provided such a tuition waiver does not preclude enrollment of a tuition-paying student. The spouse of a dependent child of any member may enroll, with no tuition charge, to the extent of the foregoing, in lieu of the member. Member's or dependent's enrollment shall not be counted for minimum enrollment.

3. PERS Contribution:

The College agrees to pay the full cost of the employee's portion of Public Employees Retirement System contributions for all eligible members, not to exceed six percent (6%) of the member's gross salary.

C. Payroll Practices:

1. Association Dues Check Off:

Any instructor who is a member of the Association or who has applied for membership, may sign and deliver personally or through the Association President, an assignment authorizing deductions of membership dues in "Rogue Community College Education Association: OEA-NEA." Such authorization shall continue in effect from year to year, unless revoked in writing as hereinafter provided. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Deductions for members who joined the Association after the commencement of the school year shall be approriately prorated so that payments will be completed by the following June. Deductions will be remitted to the Association monthly.

Any member may withdraw the said dues payroll deduction by writing a letter to the office of the Association and to the business office of the College and delivering same prior to the 15th day of October of any year. Once withdrawn, such payroll deduction may not be reinstated for the remainder of the school year.

2. Additional Payroll Deductions:

Upon appropriate written instructions from a member, the District shall deduct from the salary of such member and make appropriate remittances for the following approved deductions: tax sheltered annuities, United Fund, Credit Union, and such other deductions as shall be authorized by the District.

The District, upon appropriate authorization of a member, shall deduct from the salary of such member and make proper remittances for any other plans or programs jointly approved by the Association and the Board.

3. Salary Installment Election:

Members may elect to be paid in ten (10) or twelve (12) equal installments with checks distributed on the first working day of each month.

D. Professional Development:

All members shall be eligible to apply for and be granted financial assistance for professional development consistent with that member's professional growth plan. A member need not be a paid Association member to participate in the Professional Development Fund.

1. Professional Growth Plan:

The professional growth plan of each member shall be drafted by the member, discussed with the Dean, and finally approved by both parties. The approval procedure shall be at the requirements of the State Department of Education in regard to plans for professional growth.

2. Budget Appropriation:

The College shall budget the sum of $15,000 for each of the two fiscal years (1985-86, 1986-87). Any unused Professional Growth Funds, referenced by this section, at the end of the respective years shall be carried over to the next fiscal year.

3. Application:

An application for financial assistance for professional development shall be presented in writing and shall describe in detail the proposed amount of funds requested and the proposed use thereof. The application shall also precisely specify how the allowance of the request shall increase the member's potential value to the College.

4. Procedure: Association Involvement:

The written application for financial assistance shall first be discussed with the appropriate division chairperson. The application with the division chairperson's recommendation shall be presented to the Association. Next, the application, with the Association's recommendation, shall be submitted to the Dean of Instruction. The Dean shall consider the recommendation of the Association and all other factors.

The Dean of Instruction shall thereupon make a recommendation to the President as to the application. The Dean may recommend that the application be denied, be approved, or be approved in part. The President's decision in regard to the application shall be final. Whether or not a member is a paid Association member shall not, in any way, influence decisions on allocation of Professional Growth Funds.

The Dean of Instruction may develop other necessary procedures for the administration of applications for financial assistance. In the event that professional development leave is applied for pursuant hereto and granted, the President may require that the applying member agree to return to the College, after the professional development program is over, if it requires absence from the College, for such period of time and under such circumstances as the President may determine.

5. Extended Professional Development Leave:

The College may provide six (6) person quarters per year to be used for extended professional development. Extended professional development leave will be subject to the following:

a. Application shall be subject to the procedure outlined in this Article, Section D, 3 and 4 with the additional requirement that applications be submitted at least six (6) months prior to the first day of the leave.

b. Granting of leave shall be contingent upon the College's ability to hire suitable replacement(s) at the part-time faculty rate.

c. The member's direct compensation shall be continued during leave at fifty percent (50%) of the regular rate, while insurance benefits will be fully paid by the College as if the employee were not on leave.

d. When leave exceeds two (2) quarters in any academic year the member, upon return, will be reinstated to his/her position, at the level he/she was at the beginning of the leave. Spring quarter leave only will not be denied advance on the basis of the leave.

6. Partial Professional Development Leave:

Upon application by a regular member, the College may, at its sole discretion, approve for up to one (1) year, a partial professional development leave involving a workload assignment of less than seventy-five (75%) of full-time work with full-time salary and benefits prorated to the percentage of workload assignments.

ARTICLE 7

EMPLOYMENT CONDITIONS

A. Regular Contract Year:

The regular contract year shall be one hundred eighty-two (182) days which shall include seven (7) inservice and preparation days. The contract year shall commence in accord with the College calendar established by the Board; however, members on one hundred eighty-two (182) day contracts shall not be required to report for fall term employment duties prior to Labor Day. Contracts will be issued no later than the first day the employee is to report to work.

B. Modified Contract Year:

Individual one hundred eighty-two (182) day contracts with bargaining unit members in the LPN, Respiratory Therapy, Welding Automotive, or Small Business Management Programs will not be limited to the September-June time period, but may encompass the entire calendar year. The one hundred eighty-two (182) days will include seven (7) paid holidays, however. By mutual agreement, such an arrangement may be made for members in other programs.

C. Twelve (12) Month Contracts

A twelve (12) month employment contract shall consist of two hundred sixty (260) contract days, including the paid holidays hereafter specified, and twenty (20) days of paid vacation.

D. Paid Holidays:

The following holidays shall be contract days on which no work will be required but regular pay will continue: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, New Year's Day, and Memorial Day. The foregoing will be paid holidays only if they fall within a member's contract year.

E. Faculty Workloads

1. No later than June 1 preceding the academic year, each division chairperson, after consultation with the appropriate department head, and in conjunction with the Dean of Instruction, shall identify in writing, individual workloads with the objective of obtaining optimum, cost-effective levels of instruction.

2. All of the following factors are to be considered when assigning or revising workloads:

    a. Number of students and required student conferences/advising

b. Paperwork requirements

c. Number of times the instructor has taught the class, seminar, or workshop before

d. Curriculum development or preparation required

e. Scheduled conference

f. Labs required

g. Assignment of non-teaching duties for which the employee is not otherwise compensated

h. Number of sections/credits assigned

i. CWE or SFE supervision

j. Comparison of other departmental faculty workloads

k. The conventional method of workload assignment:

   (1) Fifteen (15) contact hours per week for lecture only

   (2) Twenty-two (22) contact hours per week for combination lecture/lab

   (3) Thirty (30) hours per week for all lab

   (4) Thirty-five (35) hours per week for block time instructors, excluding lunch periods

The involved faculty will be given the opportunity to make recommendations on departmental workload.

3. If an individual workload program requires modification in mid-year, or if an instructor's FTE production deviates substantially from the College average for the previous two (2) terms, a revised program may be established in accordance with Paragraph 2 above.

4. Disputes arising out of this Article may only be appealed to an appeals board consisting of the Dean of Instruction or his designated representative, the Personnel Officer or Business Manager as designated by the President on a case-by-case basis, and a representative of the Association designated by the Association President on an annual basis.

   Any involved party may appeal the decision of the appeals board to arbitration in accordance with Section B of the Grievance Procedure.

F. Counselor Work Week:

Counselors shall be responsible to the College for no less than thirty-five (35) hours per week (excluding lunch periods), and shall be compensated for time over thirty-five (35) hours by the equal amount of time off granted by the Dean of Student Services

G. Support Staff Work Week:

The normal work week for support staff shall be thirty-five (35) hours per week (excluding lunch); however, additional work time within the work week may be required. Additional pay to support staff beyond regular salary shall occur only for work time which exceeds forty (40) hours in a week or eight (8) work hours in a day, and which is authorized under Article 6, Section A.5. of the Agreement.

H. Late Night - Early Morning Schedules:

Any instructor who teaches an evening class which is scheduled to terminate after 9:00 p.m. in the evening, may, with the approval of the Dean, so arrange his/her schedule so that he/she need not be on campus prior to 9:00 a.m. on the day following the evening class.

I. Off-Campus Teaching Assignments:

Faculty shall receive mileage for all work-related, off-campus travel. Faculty, with prior authorization from the Dean of Instruction, shall receive one (1) hour of paid travel time for each out-of-district trip, if part of his/her workload.

J. Summer School Employment:

1. Hiring Preference for Unit Members:

a. The option of teaching summer classes shall be offered to members of the unit, otherwise qualified to teach the class before persons not previously employed by the District are employed to teach such classes. In the event that the option of teaching summer classes is, as herein provided, offered to unit members, it shall be offered to such members of the unit as are qualified to teach the class or perform the function in the order of their seniority at Rogue Community College. Any offer of summer employment to a unit member must be accepted within seven (7) days or be deemed declined (see Article 6, Section A.3. for summer school salary).

b. District may employ other full-time employees of the District who are not members of the unit to teach summer classes or perform summer services which the District, in its discretion, considers such non-member employees to be qualified to perform.

2. Summer School Workload

   a. Members teaching a full workload of classes during summer school shall be responsible for no less than twenty-five (25) duty hours per week, including contact hours.

   b. The minimum duty hours for which members teaching less than a full workload of classes during summer school shall be responsible, shall be proportionately less than those required of a member teaching a full workload.

   c. Summer load maximum may be increased to fifteen (15) hours with Dean's written advance approval when determined to be educationally sound.

K. Absence from Work: Leaves:

1. General Rule:

Each member must, unless absent upon paid or unpaid leave, regularly and timely report for duty and remain on duty for the time period of time herein specified. In cases of inclement weather, members are expected to perform their duties, as possible, by making arrangements with their supervisors, whether or not College officials have dismissed students from attendance. In such cases when travel is impossible, members shall contact their supervisors and make arrangements to discharge their obligation under this contract. A course of conduct of absence without leave shall be neglect of duty for which the President may withhold pay.

2. Legally Required Leave:

The District hereby agrees to duly honor and comply with any leave of absence, paid or unpaid, specifically required by state or federal statute or regulation and such reinstatement rights or privileges required thereby.

3. Paid Leaves:

The absence of an employee from work on any contract days pursuant to a paid leave provided in this Section shall be deemed an excused absence and no reduction in pay for such absence shall result. During such excused and paid absence, the accrual of the employee's fringe benefits shall continue.

   a. Discretionary Leave:

   Upon application of any member, the District may grant, in its discretion, paid leave under such terms and for such duration as the District shall specify. Such paid leave shall be taken for such purposes including inservice training, professional growth, and educational and professional meetings as the Board may, in its discretion, approve.

The member's application for such leave shall specify the purpose for which such leave is requested and the proposed duration thereof. Such application shall be filed with the President.

The Board or its designee, in its free discretion, may allow such leave, as applied for or as modified by the Board, or may refuse the same. The Board's decision is final and binding.

b. Contract Leave:

Each member shall be entitled to a total of three (3) days of paid contract leave during each contract year. Such contract leave shall not accumulate from year to year and shall be forfeited upon severance, nonrenewal, or termination of the member. Contract leave shall be taken in units of no less than one (1) day.

Extensions of time for contract leave are governed by the discretionary leave clause hereinabove appearing. Contract leave shall be taken, if at all, only for the following causes:

(1) An unforeseen bonafide personal emergency created by circumstances beyond the employee's control

(2) Such cause or reason as the Board, in its free discretion, may approve

(3) For the same reasons as bereavement leave as specified hereinafter

A member electing to take contract leave must notify the college, in writing, as soon as possible prior to the leave, of the date and reason for the leave taken, but in no event any less than two (2) days in advance of the leave taken; provided, however, leave taken for personal emergency under b.(1) above shall, with an explanation of the emergency, be communicated in writing to the College as soon as reasonably possible before or after the leave taken.

The College may require reasonable documentation to be presented by the member pertinent to the cause of the leave, either before or after the leave is taken.

c. Bereavement Leave:

Each member shall be entitled to a total of three (3) days of paid bereavement leave during each contract year. Such bereavement leave shall not accumulate from year to year and shall be forfeited upon severance, nonrenewal or termination of the member. Bereavement leave shall be

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taken in units of no less than one (1) day. Extensions of time for bereavement leave are governed by the "discretionary leave" clause hereinabove.

Bereavement leave shall be taken, if at all, only for the following causes:

Death of the member's spouse, child, stepchild, parent or stepparent, sibling, brother-in-law, sister-in-law (in the event of the nonsimultaneous death of more than one such specified relative in a contract year, the yearly total of the bereavement leave may be taken for each such death).

In the event that the funeral of an aforementioned relative is to occur at a place more than 250 miles from Grants Pass, Oregon, then the member shall have, for attendance of such funeral, one (1) additional day of bereavement leave

The College may require reasonable documentation to be presented by the member pertinent to the bereavement and other circumstances either before or after the leave is taken.

d. Legal Leave:

Any member who is required to attend a court as a subpoenaed witness or a juror shall not suffer a deduction from salary because of such attendance. However, the member must daily report to duty promptly after being excused by the court from further attendance during the member's contract day. Any remuneration received as a witness or juror's fee shall be promptly endorsed to the College.

e. Personal Illness Leave:

Full-time members shall accrue sick leave at the rate of one (1) day for each full month of completed employment, including summer session.

(1) Credit: Each full-time member shall be credited with ten (10) days of sick leave as of the first day of that member's contract year.

(2) Accumulation: There shall be unlimited accumulation of sick leave. Sick leave must be used in units of not less than one-half (1/2) day.

(3) Transfer In: Newly employed full-time members may transfer to the College and be given credit for actual unused sick leave accumulated by the member at another college or school district within Oregon's Public Employees Retirement System with which the member was employed full-time for the year prior to being hired by the College as follows:

(a) Up to twenty (20) days for the first year employed by the College, then

(b) Up to twenty (20) days more when employed for a second consecutive year by the College.

(4) Definition and Use: Personal illness leave shall be used only for the personal illness of the member or the critical illness or death of the member's father mother, stepparent, son, daughter, brother, sister, spouse, or parent-in-law.

The use of sick leave for any other purpose aside from the foregoing may be granted at the discretion of the appropriate Dean for the following purposes. Noncritical illness of the members of the immediate family of the said member as hereinabove specified, critical illness or death of friends or relatives not specified in this Section where a very close relationship has existed; or unusual conditions over which the member has no control.

The term personal illness shall include such illness or off-the-job injury as shall render the member reasonably unable to suitably discharge the duties required by this contract. Such illness due to pregnancy of the member shall also qualify as a personal illness.

(5) Notice: A member shall, prior to taking sick leave, promptly notify the member's immediate supervisor. If advance notification is impossible, then prompt notification thereafter is imperative.

Upon return from sick leave, an employee may be required to complete a sick leave report and, on demand, may be required to acquire and deliver a written report from the treating physician.

(6) Status Report: Each member shall be entitled once each school year, to receive upon request, a written notification of the quantity and accrual of that member's sick leave as of the date of such request.

(7) Credit Toward Retirement: Pursuant to ORS 237.153, the Employer has heretofore elected to request that the monetary value of one-half (1/2) of the accumulated sick leave of any retiring employee of the District be added to the gross amount of salary used in determining that member's final average salary for the purpose of establishing retirement benefits. The Employer agrees not to revoke such decision as heretofore made during the term of this Agreement.

f. On-the-Job Injury Leave:

Members who sustain an injury or disease in the course of their employment with the District, compensable by Workers' Compensation and who are by reason thereof unable to perform their normal duties, shall be paid the difference between their regular salary and the temporary total disability compensation benefits payable by Employee Benefits Insurance Company. Such supplementary payment by the District shall not exceed sixty (60) calendar days following the injury or illness. Any member receiving any check from Employee Benefits Insurance shall certify in writing to the District the amount of said check and the period of time loss that it represents. Failure to notify the District within fifteen (15) days of the receipt of the Employee Benefits Insurance check shall constitute basis for disciplinary action deemed appropriate by the College President. Medical progress reports from the member's doctor may be required by the District prior to the approval of any such supplementary payment.

A member will be charged a sick leave day for each day of absence from work for which a supplementary payment is made pursuant hereto. However, the District shall use the compensation received by the member from Employee Benefits Insurance to reduce the number of days of accumulated sick leave charged against the member during the member's absence from work. The compensation received from Employee Benefits Insurance by the member will be divided by the member's daily rate of pay and the result shall be subtracted from the number of days sick leave charged against the member's accumulated sick leave.

g. Association Leave:

The Board will grant the Association President or his/her designee, five (5) personal days paid leave during the school year for Association business. It is understood that the member will arrange to reschedule or to have covered, classes or activities while using Association leave.

4. Unpaid Leaves of Absence:

Any absence from duty without paid or unpaid leave, shall result in the member's salary being reduced a day's pay for each day of absence.

a. Discretionary Unpaid Leave:

Any member may apply to the Board's free discretion for an unpaid leave of absence, pursuant to the procedures which the Board shall promulgate from time to time. The decision of the Board in respect to such application shall be final and binding.

b. Professional Improvement Leave:

(1) Any member who shall have been employed by the College for no less than three consecutive years prior to the application, may apply for an unpaid leave of absence for professional improvement.

Such leave shall be for no more than two years and shall commence only after the member taking the leave has completed his/her current yearly contract.

The College shall not be obligated to honor the absence on professional leave of more than two (2) persons at any one (1) time.

(2) Any member who may intend to apply for such leave must first give preliminary notice of such possibility to the College no later than December 1 prior to the intended commencement of the leave. Formal application for such leave must be made no later than April 1 prior to the intended commencement of the leave. In the event of an excess of applications, the Association shall designate the priority to be attached to any such application. Any application that is not allowed prior to the intended commencement of the leave shall be deemed to have expired.

(3) Unpaid professional improvement leaves shall be taken, if at all, only for the following reasons:

(a) Exchange teaching programs in other states, territories, or countries

(b) Foreign or military teaching programs

(c) Full-time participants in the Peace Corps, Teacher Corps, or Job Corps

(d) Cultural travel related to the member's professsional responsibility

(e) Work program related to his/her professional responsibility

(f) Study at an accredited college or university full time, in subjects related to his/her professional responsibilities

(4) During the leave, the member shall not accumulate nor receive from the college or under this contract, any benefits, remunerations, seniority, leaves or other emoluments. The member may, however, elect to personally pay for continued coverage under the group insurance program.
The College shall assume no responsibility for continuing such coverage if the member's premium contribution is not timely received at the College.

(5) The taking of such leave shall be deemed the member's unconditional and irrevocable agreement to return to employment with the College at the beginning of the fall term commencing next after expiration of the leave subject, however, to the following termination rights:

  (a) If no later than April 15 notice is given by the College to the Association that there will exist as of the following fall term, no position in the unit, vacant or occupied by anyone of less seniority, which is similar or substantially similar to the position occupied by the member on leave, then the College shall not be obligated to reemploy or reinstate the member on professional leave.

  (b) The member will waive any reinstatement rights by failure to deliver to the Dean of Instruction by April 2, notice in writing to the effect that he/she will be returning to employment at the beginning of the following fall term.

  Failure by a member to provide such notice or failure by a member to return to employment after having given such notice as above provided will be deemed a breach of the member's contract and shall subject the member to all available legal remedies that the College may pursue.

(6) Upon the member's actual return to employment at the commencement of the said fall term, the member shall:

  (a) Be reinstated at the pay level at which the teacher was paid at the time the leave commenced, as that level may have increased, if any, by collective bargaining during the leave

  (b) Be credited with the number of accumulated sick leave days belonging to the member at the time of commencement of the leave

(c) Be deemed to have the same seniority as possessed by the member at the time of the commencement of the leave.

c. Child Care Leave

An unpaid leave of absence for a maximum of up to one (1) year shall be taken upon application of an eligible member for only the following purposes:

(1) Pregnancy of the member and subsequent care of the child by the member

(2) Required care by a parent-member of a mentally or physically disabled child

Medical confirmation of the existence of the cause for such leave must be furnished when application is made. Application for such leave must be made within thirty (30) days after the pregnancy is medically confirmed or the probable requirement of care by the applying parent becomes known. The commencement and termination of the leave taken shall be determined by the member, with medical recommendation.

Child care leave may be taken only by a member who has satisfactorily completed at least one (1) year of employment with the District and has been reelected for employment for a second year.

The provisions of Paragraphs (4), (5), and (6) pertaining to professional improvement leave shall also govern the status, reinstatement, termination, and other matters pertinent to child care leave.

d. Association Activities Leave:

There is hereby granted to the Association a total of eight (8) person days of unpaid leave, with such unpaid leave to be used by members designated by the Association as delegated to conferences or functions of the Association or its affiliate. No more than four (4) person days of such leave may be used by any one (1) person.

The names of the persons authorized to utilize such leave and the dates on which such persons will be absent upon such leave shall be communicated in writing to the College no less than ten (10) days prior to the days on which leave is to be taken.

e. Payroll Practices:

Unless otherwise provided herein, the pay of any member taking any of the aforesaid types of unpaid leave shall be reduced accordingly. For those taking leave of an entire year, no pay shall be forthcoming. For those taking unpaid leave upon contract days, the member's monthly pay shall be reduced by the member's daily rate for each day of unpaid leave taken.

L. Accountability: Evaluation and Files:

1. Evaluation:

a. Each member shall undergo at least an annual evaluation, the purposes of which are:

(1) To identify staff strengths and weaknesses

(2) To provide a basis for and assistance in obtaining self-improvement

(3) To assist the College in continuously improving its inservice programs

(4) To provide a basis for recommendation regarding salary step advancement, retention, and non-retention.

The evaluation shall be based on the member's job description and workload agreement and shall be filed in the member's personnel file.

b. The evaluated member will receive a written copy of any evaluation conducted in regard to such member. The member shall sign or initial the evaluation upon receiving the said copy. Initialing or signature upon the evaluation by the evaluated member acknowledges only that the member has received the required copy and that the member has read the evaluation and discussed it with the applicable supervisor or Dean. Signature or initialing does not necessarily constitute agreement or acquiescence by the member in the evaluation.

c. If the member neglects or refuses to initial or sign the evaluation, the supervisor or Dean, upon making appropriate notations of such neglect or refusal upon the evaluation, shall cause the evaluation to be filed in the member's personnel file.

2. Personnel File:

a. Each member shall have the right to review the contents of his/her own personnel file, exclusive of materials received prior to the date of employment by the Employer. One (1) official personnel file for each member shall be maintained by the Employer. A representative of the Association or counsel for the member may accompany the member at the time of such review.

b. All material inserted in the member's personnel file must be identified as to the source of the material and must be dated.

c. With the exceptions hereafter noted, the member shall receive a copy of all documents entered in that member's personnel file. Delivery of such documents by the employer to the current President or Vice-president of the Association shall be conclusively considered as delivery to the member. Copies of preemployment materials and payroll records need not be delivered to the member.

d. All entries in the personnel file shall be signed or initialed by the member at the time that the member reviews the contents of the said personnel file. Such signature or initialing shall not be construed as agreement by the member with the entry in the personnel file.

Signature or initialing by the member is not a condition precedent to the entry of the document in the personnel file.

e. The member shall have the right to include in the file a written response to any materials placed in the file; such response shall be attached to the material to which it refers.

f. The member may reasonably include in his personnel file any material or information considered germane to that member's career.

g. Any member, upon request, shall receive at District expense, one (1) copy of any entry in that member's personnel file. Additional copies shall be at the expense of the member.

M. Supervisory Instructional Functions:

Nothing in this contract will be construed to prevent supervisors or administrators from performing instructional functions.

ARTICLE 8

RENEWAL AND TERMINATION

A. Reelection Procedure:

1. Probationary Employment Status:

Each probationary member shall be employed by the District only for the contract year specified in that member's individual employment contract.

2. Renewal:

If the District, in its discretion, chooses to reelect a member to employment for the following contract year, the District shall notify the member in writing of such reelection no later than April 15 prior to the renewal year.

Such notification shall specify, to the extent feasible, the number of contract days in the year for which renewal is offered; a general statement of the courses or duties, regular and extra, for which the member is to be responsible during such renewal year; whether the member's status is to be probationary or regular during such renewal year; and other such information as the District may deem proper in an offer of employment. The member's monetary benefits, direct and indirect, will be determined by the Collective Bargaining Agreement applicable to the renewal year. Failure by the District to give timely notification of renewal or termination to a member shall constitute a renewal of the member's employment for the ensuing year.

3. Acceptance:

Any member who has received written notice of reelection must indicate in writing no later than April 30 that the member accepts reelection for the following year upon the terms and provisions of the applicable Collective Bargaining Agreement. Such acceptance shall constitute a binding contract to return the following year. Failure to provide written acceptance by any member who has received written notice of renewal shall be deemed as the resignation of such member.

B. Nonrenewal of Contract:

1. Nonrenewal of Less Than Full-Time Probationary Member:

The District may, for any cause it may deem in good faith sufficient, decline to renew the contract of any probationary member whose employment is less than full time. The substantive reasons or grounds for nonrenewal are not subject to the grievance procedure.

2. Nonrenewal of Full-Time Probationary Member:

The District may, for any cause it may deem in good faith sufficient, decline to renew the contract of any full-time probationary member, provided, however, that such member shall be entitled, upon written request, to a statement of the material reasons for such nonrenewal and further, upon written request, shall be entitled to have the said material reasons spread upon the records of the District. The substantive reasons or grounds for nonrenewal are not subject to the grievance procedure.

3. Nonrenewal of Regular Member:

The District may, for any cause specified in the Section on Retrenchment (Section C.I. hereafter), decline to renew the contract of any regular member. Such regular member shall be entitled to notice of such nonrenewal by April 15 prior to the commencement of the fiscal year in which retrenchment is to occur. Such regular member shall also be entitled to be furnished a statement of the material reasons for such nonrenewal and shall further, upon request, be entitled to have the such material reasons spread upon the records of the District. In addition, such regular member shall also be entitled, upon request, to an informal hearing before the District Board at a date to be set by the Board.

Retrenchment or nonrenewal of regular member is not subject to the grievance procedure. But a regular member affected by a retrenchment nonrenewal may appeal the decision to arbitration as provided in Appendix B.

C. Termination During Contract Year:

1. Termination for Nonpersonal Reasons (Retrenchment):

Members may be laid off during a contract year, by determination of the Board, when their positions are eliminated or reduced in number or when such members are displaced as the result of:

a. Reduction in staff resulting from the College having insufficient funds to maintain all programs at their anticipated levels;

b. Declining enrollment generally, or in a particular program or course;

c. Elimination of classes due to decreased student interest or enrollment;

d. Reductions in programs or courses due to administrative decision or administrative or faculty reorganization;

e. Discontinuance of a particular type of instructional service;

f. Displacement by reason of the return to employment of a member having superior or senior rights to such position from a leave of absence authorized under this contract.

The District shall make reasonable efforts to transfer any member being laid off to another bargaining unit position within the District for which that member is qualified.

Seniority, as a primary factor, and merit and full-time equivalent staffing ratio, will be considered in determining which member is to be laid off or displaced initally or as a result of a transfer of a member to an already occupied position.

Seniority shall be defined as the latest continuous length of service within a program at RCC; except that members shall not lose nor shall they accrue seniority because of or during approved leave without pay. The official seniority list is attached hereto as Exhibit D. Transfers of employees, resulting from the exercise of seniority "bumping" rights which require a new work location, shall not involve travel costs to the College. No member may earn more than three terms of seniority during any fiscal year.

Note: In the case of an equal number of terms, seniority shall be determined by lot.

In the event layoff, for any of the foregoing reasons is contemplated by the District, it will notify the Association at least thirty (30) days prior to the effective date of such layoff. Such notice will be in writing and shall include the names of the specific persons to be laid off and the proposed time schedule.

A regular member laid off by retrenchment, determination of the Board, may appeal to arbitration as provided in Appendix B.

Retrenchment layoff of a probationary member is not subject to the grievance procedure.

The College will institute a recall list which, when implemented, will insure that laid-off members will be offered reemployment in the reverse order of layoff for positions for which they are qualified. In the event of the recalling of a position or the reopening of an eliminated position, the District shall notify the Association in writing. The Association shall have fifteen (15) calendar days from the receipt of such notice to secure an acceptance of such recall or reopened position by a qualified person upon the recall list. In the event that no such qualified person shall accept such position within the said fifteen (15) days, then the position shall be deemed open and the District may fill it from persons not upon the said recall list. If an emergency exists the District may specify a shorter, but reasonable, time for the Association to fill the opening.

Any person who is offered by the Association a recalled or reopened position and declines to accept it, shall thereafter be excluded from the recall list.

The only members entitled to be on a recall list are those who have been employed by Rogue Community College District for no less than three (3) years prior to layoff. No person shall remain on such recall list for more than eighteen (18) months.

Upon reemployment of a member from the recall list, such member shall be entitled to the reinstatement of such seniority, unused accumulated sick leave, and other benefits which the said member possessed as of the time that member was laid off.

2. Termination for Cause (Dismissal):

a. Probationary Member:

A probationary member shall be subject to dismissal for any of the grounds set forth hereafter as being grounds for the dismissal of a regular member (Section 2.b. below).

Such dismissal shall be effective no less than ten (10) days after delivery to such probationary member, or the Association, of a written statement of the cause for dismissal and a summary of the facts giving rise to such dismissal.

Such dismissed, probationary member shall be entitled to be paid through and including the effective date of the dismissal. The District may, in its discretion, suspend a probationary member from duty until the effective date of dismissal but such suspension, if any, shall be only with pay.

A full-time probationary member shall, upon dismissal, be entitled, upon request, to an informal hearing before the Board or a committee thereof at a date to be set by the Board. Such dismissal shall not be subject to the grievance procedure.

b. Regular Member:

A regular member shall be subject to dismissal for sufficienct cause which shall include:

(1) Inefficiency;

(2) Insubordination;

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(3) Neglect of duty;

(4) Physical or mental incapacity;

(5) Conviction of a felony or of a crime involving moral turpitide;

(6) Inadequate performance;

(7) Failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth

(8) Lack of continuing qualification to teach a course for which the State of Oregon has prescribed minimum instructional qualifications; and,

(9) Fraud or deception in submitting reports or information required by this Agreement.

Except for termination for conviction of a felony or crime involving moral turpitude, a regular member, at the time of suspension from duty pending termination, shall be given a statement of the cause of the proposed dismissal and a summary of the facts giving rise thereto. This suspension shall become termination unless within five (5) working days thereafter, the suspended member shall file with the Office of the President, a Demand for Hearing. If such demand is timely filed, then the suspended regular member shall receive a due-process hearing before the Board of Education or a committee thereof. The Board of Education may reverse or affirm the proposed dismissal or may modify the sanction imposed.

In the event the Board concludes the termination should be affirmed, such termination shall be deemed effective, as follows:

(1) For dismissals set forth in subparagraph (1), (3), (4), (6), (7), and (8), the dismissal shall be effective as of the date of the due-process hearing.

(2) For dismissals for the causes set forth in subparagraphs (2) and (9), the dismissal shall be effective as of the date of the suspension.

Conviction of a felony or a crime involving moral turpitude shall constitute grounds for dismissal without due process hearing, the conviction shall be deemed conclusive as to the cause or grounds for dismissal, and termination shall be effective as of the date of the conviction.

A Board decision affirming the dismissal of a regular member upon grounds other than conviction of a felony or crime involving moral turpitude, may be appealed to arbitration pursuant to Appendix B. There shall be no suspension from duty without pay.

D. Just Cause:

No member of the bargaining unit will be reprimanded in writing, suspended or reduced in compensation without just cause.

ARTICLE 9

INTERNAL RESOLUTION OF CONTROVERSY

A. Complaints of Students or Public:

Any complaint regarding a member, which does or may influence evaluation of that member, made to the District by any student or non-employee of the District will be promptly investigated and also will be called to the attention of the member. The member will have an opportunity to respond to or rebut such complaint by the entry of a response or rebuttal in the member's personnel file, if such complaint is itself entered in the personnel file.

B. Complaints About Teaching Materials

In the event that any student or non-employee of the District shall make complaint about the textbooks, library materials, or other instructional materials used by the District or in the event the petitions for censorship, removal, or expurgation of textbooks, library materials, or other instructional materials are received by the District, the following procedure shall be followed:

1. The complainant shall be required to set forth the objections and complaints in writing, and to date and sign the same.
2. Such objections shall first be reviewed by a committee designated by the Association, comprising members competent in the field of study to which the teaching material belongs.
3. The committee will submit its findings in writing to the President who will convey them with his recommendations to the District Board.
4. Any teaching material, textbook, or library material shall remain in use unless and until the District Board shall formally conclude to take action to remove the same.

   The District Board, in passing upon such textbooks, library materials, or instruction materials shall not violate the terms of the academic freedom subsection of this Agreement.

C. Grievance Procedure and Appeals to Arbitration:

The processing, resolution, and appeal of grievances involving the interpretation or application of the express terms of this contract shall be in accord with the procedure described in Appendix B.

ARTICLE 10

CONCLUSION

A. This Agreement shall become binding as of July 1, 1985, and shall continue in effect until expiration on June 30, 1987.

B. This Agreement shall be signed in triplicate. One (1) copy shall be delivered to the Association, and the remainder shall be retained by the District. The signed original shall be retained with the official records of the District.

C. This Agreement is a public document. It may be reprinted and distributed by either party to any extent desired.

EXECUTED and approved on the dates hereinafter specified:

DATE: 6-27-85

ROGUE COMMUNITY COLLEGE DISTRIC

By Howard D. Sims
President

DATE: 6/24/85

ROGUE COMMUNITY COLLEGE EDUCATIO
ASSOCIATION

By Gary A Gates
President

By
Bargaining Team Chairperson

APPENDIX A

SALARY LEVELS AND PLACEMENT

A. Definition of Levels:

Level I - (Instructor-Counselors): All members of RCCFA meet minimum requirements for employment by the College.

Level II - (Master Instructor-Counselor): Personnel with a master's degree directly related to his/her assignment or twelve (12) years of vocational-industrial experience directly related to his/her assignment, or combination of college credits and related work experience equaling twelve (12) years.

B. Original Placement of New Members:

New members will be initially placed on the appropriate step and level by agreement with the Board. Suitable consideration will given to educational achievement, college training, and experience within vocational-industrial trades. New members may consult with the Association prior to finally agreeing to an employment contract. Final agreement by a new member to a step and level placement shall be conclusively deemed correct. Initial placement shall not be a grievable issue.

C. Step Advancement

1. Members will advance vertically one (1) step per year on the salary schedule, provided the member has received a satisfactory evaluation.

2. The Salary Schedule shall include Steps 1-15 with the increase between Step 14 and 15 to be two and one-half percent (2.5%). Those individuals on Step 15 will receive no additional step increase.

3. Employees on Step L-2 of the 1984-85 Salary Schedule shall be placed on Step 15A which shall be an increase above Step 15 of two and five one-hundredths percent (2.05%). They will be the only employees to move to Step 15A.

D. Advancement to Higher Level:

A member who has met the criteria for movement to a higher level shall notify the College no later than May 15, prior to July 1, of the employee's new contract year. Movement to the new level shall occur as of the beginning of such contract year. If attainment of qualification for advancement to higher level is anticipated during the summer of a given year, such advancement may be granted if documentation is provided of achievement by September 1 of the contract year. When a member meets the criteria for placement a higher level, he/she will move to the higher level and step which would most closely reflect a normal one (1) step increase advance in salary.

E. Implementation:

1. The 1985-86 Salary Schedule with a base of $13,306 shall be effective July 1, 1985. The 1985-86 Salary Schedule shall be increased three percent (3%) on February 1, 1986, with a new base of $13,705.

2. The 1986-87 Salary Schedule with a base of $13,705, shall be effective July 1, 1986. The 1986-87 Salary Schedule shall be increased three percent (3%) on February 1, 1987, with a base of $14,116.

3. For the first year (1985-86) of this Agreement, the individual on Step L-2 of the 1984-85 Contract will equally share the amount calculated by the three percent (3%) increase applied on February 1, 1986, instead of January 1, 1986. The amount shared is $4,346 and will be spread over yearly payments.

4. For the second year (1986-87) of this Agreement, the individuals on Step 15 and 15A will share the amount calculated by the three percent (3%) increase accrued on February 1, 1987 instead of January 1, 1987. The amount to be shared equally between the individuals is $4,564 and will be spread out in equal payments.

APPENDIX A

ROGUE COMMUNITY COLLEGE

FACULTY SALARY SCHEDULE
JULY 1, 1985- JANUARY 31, 1986

STEP	LEVEL I	LEVEL II
1	$13,306	$15,819
2	13,918	16,547
3	14,558	17,308
4	15,228	18,104
5	15,928	18,937
6	16,660	19,808
7	17,427	20,719
8	18,229	21,672
9	19,067	22,669
10	19,945	23,712
11	20,862	24,802
12	21,822	25,943
13	22,825	27,137
14	23,875	28,385
15	24,472	29,095
15A	24,974	29,691

FACULTY SALARY SCHEDULE
3% INCREASE
FEBRUARY 1, 1986 - JUNE 30, 1986

STEP	LEVEL I	LEVEL II
1	$13,705	$16,294
2	14,335	17,043
3	14,995	17,827
4	15,685	18,647
5	16,406	19,505
6	17,160	20,402
7	17,950	21,341
8	18,776	22,322
9	19,639	23,349
10	20,543	24,423
11	21,488	25,546
12	22,477	26,721
13	23,510	27,951
14	24,591	29,237
15	25,206	29,967
15A	25,723	30,582

APPENDIX A

ROGUE COMMUNITY COLLEGE

FACULTY SALARY SCHEDULE
JULY 1, 1986 - JANUARY 31, 1987

STEP	LEVEL I	LEVEL II
1	$13,705	$16,294
2	14,336	17,043
3	14,995	17,827
4	15,685	18,647
5	16,406	19,505
6	17,160	20,402
7	17,950	21,341
8	18,776	22,322
9	19,639	23,349
10	20,543	24,423
11	21,488	25,546
12	22,477	26,721
13	23,510	27,951
14	24,591	29,237
15	25,206	29,967
15A	25,723	30,582

FACULTY SALARY SCHEDULE
3% INCREASE
FEBRUARY 1, 1987 - JUNE 30, 1987

STEP	LEVEL I	LEVEL II
1	$14,116	$16,782
2	14,766	17,555
3	15,445	18,362
4	16,155	19,207
5	16,898	20,090
6	17,675	21,014
7	18,488	21,981
8	19,339	22,992
9	20,228	24,050
10	21,160	25,156
11	22,133	26,312
12	23,151	27,523
13	24,215	28,790
14	25,329	30,114
15	25,206	30,866
15A	26,495	31,499

APPENDIX B

GRIEVANCE PROCEDURE - APPEALS TO ARBITRATION

A. Grievance Procedure: In-House Resolution of Controversy:

1. Basic Purpose:

The purpose of this procedure is to provide an orderly manner for resolving certain types of disputes. A determined effort should be made to settle any grievance at the lowest possible level in the grievance procedure.

2. Definitions:

Unless the context indicates otherwise, the following words are defined to mean:

a. "Aggrieved" or "grievant" is a member asserting a grievance hereunder to correct a situation which is detrimental to such member.

b. "Days" shall mean, unless otherwise indicated, working days: thus, weekends, holidays, or vacation days are excluded.

c. "Grievance" means a dispute over an alleged erroneous interpretation or application of the express terms of this Collective Bargaining Agreement.

d. "Initiate a grievance" shall mean the holding of a Level 1 Conference.

e. "Group grievance" is a grievance which directly affects a group of more than one (1) member. It must be asserted by the Association and must be initiated at Level II by the filing with the President of a statement of grievance which specifically identifies the aggrieved members included in the affected group.

f. "Statement of grievance" is a plain and concise written statement signed by the grievant or Association, stating the facts underlying the alleged grievance. Any statement of grievance shall set forth at least the following:

The date, time, and nature of the interpretation; application or decision constituting the alleged grievance; the detriment suffered by the grievant; the precise language of this Collective Bargaining Agreement which has been misinterpreted or misapplied; the date on which the grievant learned of the decision or facts making up the grievance; date of the Level I Conference; and the reason why the Level I resolution, if any, is unsatisfactory to the grievant.

Any grounds of grievance not stated within the statement grievance are waived.

3. Rules of Procedure:

a. Waiver of Grievance:

If the aggrieved does not initiate Level I of the grievance procedure within ten (10) days after the facts upon which the grievance is based first became known to the grievant any such grievance shall be waived.

A group grievance must be initiated at Level II by the Association within ten (10) days after the facts upon which the grievance is based first became known to any member the Association. Unless so initiated, the grievance is waived.

b. Procedural Time Limits:

The number of days indicated at each level should be considered maximum. Every reasonable effort should be made to expedite the process. Time limits may, however, be extended by written mutual agreement.

If a grievance is initiated at such a time that it cannot be processed through all levels of the grievance procedure by the end of the instructional year, the time limits set forth herein shall be reduced appropriately so that the in-house grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

Failure by the grievant to timely proceed to the next level shall terminate the procedure.

Failure by an administrative official to timely comply with a decision or other deadline will authorize the grievant to proceed to the next step or level.

c. Grievance Meetings and Hearings

All meetings and hearings pertaining to grievances shall not be conducted in public unless mutually agreed by the grievant and the District. Such proceedings shall include only the parties in interest, their representatives and such witnesses as may be required. Conferences, hearings, and other matters pertinent to any grievance shall be scheduled so as not to interfere with the member's employment duties.

The grievant may be represented by the Assocation or separate counsel. The Association shall have the right to be present and to state its views at any level of the grievance procedure.

To the extent feasible, all grievance procedures will kept as informal as may be appropriate to the level on which the procedure is being held. Both parties will make every good faith effort to maintain the confidentiality the grievance procedure.

Any member shall have the right to informally discuss potential grievance with any appropriate official of district without intervention by the Association. Any adjustment reached must be consistent with the terms of this Agreement and the Association must be given an opportunity to state its views prior to the making of any such adjustment.

d. Grievance Documents and Records:

All original documents and records dealing with each grievance shall be held in a separate official grievance file maintained by the District.

A copy of the statement of grievance and any written decision thereof shall be filed in the personnel file of the individual grievant involved. Individual grievances and the records thereof shall remain confidential to the fullest extent consistent with law and the provisions of this Collective Bargaining Agreement.

Group grievances and the resolution thereof shall not be confidential. A memorandum summary reference to the official file of any group grievance shall be inserted in the personnel file of each member of the group asserting the grievance. Any such member may supplement such reference by inserting in his personnel file a copy of any official record of the group grievance.

4. Levels of Grievance:

a. Level I - Informal Conference:

A grievant shall request a conference with the nonmember administrative official whose interpretation or application of this contract or board policy or whose administrative decision is the basis of the grievance.

Normally, the official will be the member's immediate supervisor or Dean. However, if the grievance is based upon the action or inaction of an official above the coordinator to which the grievant is answerable, or outside the grievant's department, the Level I Conference will be held directly with such official.

A Level I Conference shall be informal and shall occur as promptly as feasible after the request.

If a satisfactory adjustment or resolution of the dispute is achieved at the Level I Conference, it shall be written out in memorandum form and initialed by the official and the member affected.

If no adjustment or resolution is achieved at the Level I Conference, the official shall have no more than five (5) days thereafter to decide the matter and notify the grievant of the decision.

b. Level II - President:

If not satisfied with the Level I official's decision or in the event of no timely Level I decision, the grievant may proceed to Level II.

Level II is initiated by the filing of a statement or grievance with the Association within ten (10) days after the Level I Conference.

If the Association concludes to pursue the grievance then the statement of grievance, with or without supplementation by the Association, shall be filed with the College President. Such filing shall occur within no more than fifteen (15) days of the Level I Conference. A copy of the statement of grievance shall also be delivered to the administrative official with whom the grievant had the Level I Conference.

Within ten (10) days after filing of the statement of grievance by the Association, the President will meet with the aggrieved person and/or representative in a hearing/conference. Before or after such conference, the President may conduct such investigation as he deems necessary for the proper resolution of the grievance. Within the ten (10) days after such hearing/conference, the President shall enter a written decision of the grievance and notify the Association thereof.

The President's decision shall be appealable to arbitration as hereinafter provided.

5. Miscellaneous Provisions:

a. No reprisals of any kind shall be taken by the District, the Association, or any member by reason of participation in a grievance or by reason of the resolution of such grievance.

b. Completion of the in-house grievance procedure shall be a condition precedent to the institution of any legal or administrative proceedings by the grievant or the Association.

c. Suitable forms for statement of grievance, notices, appeals, adjustments, decisions, and other necessary documents shall be prepared by a committee appointed jointly by the President of the College and the Association. Such forms shall be given appropriate distribution by the Association and shall also be available from the administration.

d. Grievances allegedly arising from a direct decision or action of the Board of Education shall be initiated at Level II. If the President concludes not to seek reconsideration of the decision or action of the Board of Education, he shall notify the grievant to that effect in which case a Level II hearing/conference shall be unnecessary and the grievance will be deemed denied.

B. Appeals to Arbitration:

1. When and How to Appeal to Arbitration:

An appeal of a grievance to arbitration shall be taken, if at all, no later than ten (10) days after the date of the President's decision or Board order being appealed.

The appeal shall be taken by filing a demand for arbitration with the Office of the President. The demand must be signed by the Association and the individual appellant.

2. Choice of Arbitrator:

The parties shall first attempt to agree upon an arbitrator. If agreement is not reached, they shall, no later than ten (10) days after the filing of the demand for arbitration, jointly request the Employment Relations Board to submit a list of five (5) potential arbitrators. When the list has been received, the parties or their representatives shall determine by lot the order of elimination and thereafter each shall in that order alternately strike a name from the list. The fifth (5th) and last remaining name shall act as the arbitrator.

3. Arbitration Hearing:

The arbitrator shall schedule a hearing on the grievance and after holding such hearing and considering such evidence and arguments as the parties desire to present, shall render Findings of Fact and a Decision. The procedural rules of the American Arbitration Association shall prevail.

The testimony of witnesses given at any Board hearing shall be admissible, provided it is offered in the form of verbatim tape or stenographic transcript.

4. Arbitrator's Authority:

The arbitrator shall consider only the facts and evidence submitted to him/her at the hearing and the express terms of this Agreement. The arbitrator shall not change, modify, or add to the provisions of this Agreement, nor substitute his/her judgment or discretion for that of the District in any area or on any subject on which the Board's authority is unaffected by a provision of this Agreement.

An arbitrator shall have the powers set forth at ORS 33.280.

5. Issue for Arbitrator's Decision:

   a. In a grievance, the sole issue for decision shall be: whether or not the District's interpretation or application of express contract language is correct.

   b. In the case of dismissal of a regular employee, the sole issues for decision shall be: did the contractual cause for which the employee was dismissed factually exist; were the contractual procedures for dismissal substantially complied with.

   c. In the case of a retrenchment layoff of a regular employee the sole issue for decision shall be: were the Board's determination of grounds for retrenchment and the designation of the laid-off employee done in good faith.

   d. The arbitrator may affirm, reverse, modify, or, in case of procedural irregularities, remand for further proceedings.

6. Legal Effect of Arbitration and Arbitrator's Decision Resolving a Grievance:

   a. Such arbitration is the sole and exclusive remedy of the grievant, Association, or the District.

   b. The findings of fact and decision of an arbitrator, within the scope of his/her authority, shall be final and binding.

7. Costs of Arbitration:

The Board and the Association shall share equally the joint costs of the arbitration procedure, such as the arbitrator's fee and expenses and the costs, if any, of the hearing room. All other costs shall be borne by the party incurring them.

APPENDIX C

DEPARTMENT HEAD - RESPONSIBILITY RATING

Each department head will be given a point rating for full-time staff part-time staff, and facility/equipment usage within their area. Payments will be made at the end of each term (fall, winter, spring, and summer) upon satisfactory performance of the delineated department duties as determined by the appropriate dean through quarterly evaluations.

Full-Time Staff:

1-5 point scale based upon the actual number of full-time staff or special contract staff that the department head has to directly supervise.

FTE STAFF

1-2 = 1 pt.
3-5 = 2 pts.
6-8 = 3 pts.
9-10 = 5 pts.

Part-Time Staff:

1-7 point scale based upon the number of part-time staff directly supervised. Proportional points will be given when part-time faculty member answers to more than one department head:

Part-Time Staff

1-3 = 2 pts.
4-8 = 3 pts.
9-14 = 4 pts.
15-20 = 6 pts.
21+ = 7 pts.

Facilities and Equipment

The 1-5 point scale. In this category, a subjective judgment is made as to equipment, space, and utilization the department head is held responsible for. Automotive and science areas represent the maximum equipment and space and will have a five rating. Other areas will be judged from that standard:

Point Scale for Figuring Department Head's Pay for Contractual Year

Points	Percent of Annual Salary
1-2	1
3-4	2
5-6	3
7-8	4
9-12	5
13+	6

Method of Payment:

Payment for department head will be in four (4) equal installments and payable on the last day of the term for which duties were performed.

Department Head Release-Time Option:

Through mutual agreement with the Dean of Instruction, the department head may request release time in lieu of department head pay. The following scale will serve as a guideline to determine number of hours of release time per week. Such agreement to be allowed in writing and signed by the department heads.

Department Head's Percentage	Number of Hours in Release Time
2	2 hours per week
3	3 hours per week
4	4 hours per week
5	5 hours per week
6	6 hours per week

APPENDIX D

ROGUE COMMUNITY COLLEGE FACULTY SENIORITY LIST

SEPTEMBER 12, 1985

PROGRAM	NAME	# OF TERMS
ART	Walt Padgett	36
AUTOMATED MANUFACTURING TECHNOLOGY	Larry Mullaly	2
AUTOMOTIVE	Wayne Grinolds	27
	Bill Broeffle	24
	Tom Booze (Hired 9/85)	0
BUSINESS/ACCOUNTING	John Somers	39
	Rex Chapman	27
	Wyatt Rosborough	24
	Marie Mueller	21
CAREER DEVELOPMENT/ JOB PLACEMENT	Trish Willis	27
COUNSELING	Vicki Willis	31
	Greg Fishwick	30
	Dottie Walters	27
	Kathy Burkey	15
CRIMINAL JUSTICE	Robert Murphy	36
HEAVY EQUIPMENT	Denney Kelley	3
HISTORY/ POLITICAL SCIENCE	Jerry Daywitt	42
HORTICULTURE	David Garcia	2
LANGUAGE ARTS	Mary Slayter	42
	Lutz Kramer	33
	Kathy Krauss	20
	Rollie Wisbrock	2
	Bill Hotchkiss (Hired 9/85)	0
LEARNING CENTERS	Dick Harms	42
	Steve Flannery	41
	Irv Fields	40
	Charles Cook	33
	Linda Stevenson	28
	Sue Calkins	17
	Lynda Vannice	5
	Kim Nelson	4

NURSING	Sue Hall	36
	Lauralie Stevens	34
	Judy Winter	17
MACHINIST/GUNSMITHING	Gary Gilpatrick	9
	Jim Rice	6
MATH/COMPUTER SCINCE	Dick Holliday	39
	Marilyn Kolodziejczyk	11
	Mike Laam	9
	Melvin Woodruff	4
	Dennis Kimzey	3
MOTORCYCLE	Larry McLane	36
	Don Ganoung	27
PSYCHOLOGY	Rich Reiner	35
RCC MEDFORD	Rodger Busse	6
RECREATION RESOURCE MANAGEMENT	Andy Jackman	12
RESPIRATORY THERAPY	Pedro Cabrera	34
	Harold O'Connors	7
	Jim Hulse	3
SCIENCE	Eric Larsen	39
	Gary Gates	33
	Dave Fuller	24
	Terry Johnson	21
SECRETARIAL SCIENCE	Jane Reyneke	9
	Marion Miller	6
SMALL BUSINESS MANAGEMENT	Lee Merritt	24
WELDING	Brad Randolph	21

MEMORANDUM OF UNDERSTANDING

between

ROGUE COMMUNITY COLLEGE

and

ROGUE COMMUNITY COLLEGE EDUCATION ASSOCIATION

The parties agree to the following statement in conjunction with 1985-87 Collective Bargaining Agreement:

Early Retirement

Where early retirement is contemplated by a faculty member age 55 or older with ten years or more service with the College, the College agrees to negotiate an individual agreement. The Association shall be notified, allowed to attend all meetings, and, if requested, represent the employee. The terms and conditions of such agreement shall be substantially equal or better, but not necessarily identical to other prior agreements.

Howard H. Sims
For the College

6-27-85
Date

Robert
For the Association

6-24-85
Date

Gary A. Estes

AGREEMENT

By and Between the

BOARD OF EDUCATION OF SOUTHWESTERN OREGON
COMMUNITY COLLEGE DISTRICT

and the

SOUTHWESTERN OREGON COMMUNITY COLLEGE
FEDERATION OF TEACHERS

1986-87

This Agreement is by and between the Board of Education of Southwestern Oregon Community College District, hereinafter called the "Employer," and the Southwestern Oregon Community College Federation of Teachers, hereinafter called the "Federation". The term "Employer" used hereinafter shall mean the Board of Education or its lawful delegated representatives.

ARTICLE I - RECOGNITION

The Employer recognizes the Federation as the exclusive bargaining representative of the college faculty in accordance with the applicable statutory requirements related thereto. The bargaining unit shall consist of all faculty members employed to work fifty percent (50%) or more of the time on an annual contract. Excluded shall be confidential, supervisory, and all other employees. Disputes regarding the appropriateness of the unit shall be handled consistent with applicable state statute and Employment Relations Board rules.

ARTICLE II - JOINT EMPLOYER/FEDERATION RELATIONS

Section 1. The Employer agrees not to discriminate against faculty members or applicants for faculty positions because of their membership in the Federation or because of their exercise of other rights to collective bargaining as provided by Oregon law. The Federation also agrees to represent fairly and equitably all members of the bargaining unit for which it is the bargaining agent.

Section 2. No individual contract of employment shall be entered into which is inconsistent with this Agreement. Reference to this Agreement will be incorporated into any individual contract.

Section 3. The parties to this Agreement agree to confer, consult and negotiate in good faith with the full intention of reaching agreement on any matters that may become the subject of negotiations between them.

Section 4. Public information of the college shall be made available to the Federation upon request. Such requests shall be made sufficiently in advance to allow for their assembly and will not involve unreasonable costs or staff time.

Section 5. Federation/Employer Meetings. The Employer agrees that its representatives shall meet with representatives of the Federation upon request for the purposes of reviewing the administration of this Agreement. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than three representatives at such meetings and that minutes of such meetings shall be distributed to all participants and members of the Board of Education. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE III - FEDERATION ACTIVITIES AND RIGHTS

Section 1. The Federation shall have the right to payroll deduction of membership dues if authorized by the employee, and such dues shall be remitted to the authorized union representative.

The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

Section 2. The Federation and its members shall have the right to use the college facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal college operations, nor shall cause increased operational costs to the college, and that arrangement for such use shall be made in accordance with established procedures. Use of the facilities that involves increased maintenance costs shall be paid for by the Federation.

Section 3. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on the college campus.

Section 4. The Federation shall have the right to use college equipment, including but not limited to typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audiovisual equipment, without cost, when such equipment is not otherwise in use for instructional purposes provided no additional cost to the college is incurred.

Section 5. The Federation shall also have the right to use college materials and supplies incidental to such use of equipment at cost.

Section 6. The Federation shall have the right to use faculty bulletin boards for posting notices of its activities and shall have the use of other channels of communication on campus, including but not limited to the "SWOCC Bulletin" and faculty mailboxes, for communications with faculty members. All mass distributions shall clearly indicate the Federation as the distributor of the material.

Section 7. The Federation shall be entitled to an ex officio position at all Board of Education meetings and District Budget Committee meetings, and shall be allowed to enter any items on any agenda and shall be allowed to speak on any question on any agenda.

Section 8. The Employer shall furnish to each member of the bargaining unit now employed or hereinafter employed a copy of this Agreement. Such printing shall be done on this campus.

Section 9. The Federation shall be furnished agendas, minutes and study materials at the same time and in the same form as those furnished the Board of Education except for that information which, in its current stage of discussion must be considered confidential to prevent public embarrassment to an individual, individuals or the college, in accordance with Oregon State law. Such information shall not include the president's letter of transmittal.

Section 10. The Employer, upon request, shall furnish the Federation with an up-to-date listing of the names and addresses of all members of the unit.

Section 11. The Employer shall furnish the Federation one (1) copy of all official Board of Education minutes.

Section 12. The Federation Negotiations Committee shall have the right to negotiate during normal working hours without loss of pay provided that it does not interfere with classroom instruction or other professional duties.

Section 13. The Employer agrees to provide up to the equivalent of five (5) man-days per year release time with pay for the purpose of conducting local Federation business related to contract management.

ARTICLE IV - ACADEMIC FREEDOM AND RESPONSIBILITY

Employer and Federation subscribe to the following statements on academic freedom of the American Association of University Professors and the American Library Association:

Section 1. The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries with it duties correlative with rights.

a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b. The teacher is entitled to freedom in the classroom in discussing the subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

c. The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times attempt to be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman.

Section 2. The Council of the American Library Association reaffirms its belief in the following basic policies which should govern the services of all libraries:

a. As a responsibility of library service, books and other library materials selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should library materials be excluded because of the race or nationality or the social, political or religious views of the authors.

b. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval.

c. Censorship should be challenged by libraries in the maintenance of their responsibility to provide public information and enlightenment.

d. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.

e. The rights of an individual to the use of a library should not be denied or abridged because of age, race, religion, national origin or social or political views.

f. As an institution of education for democratic living, the library should welcome the use of its meeting rooms for socially useful and cultural activities and discussion of current public questions. Such meeting places should be available equally to all groups in the community regardless of the beliefs and affiliations of their members, provided that the meetings are open to the public.

ARTICLE V - COMPENSATION

Compensation for all faculty employees shall be in accordance with the scale and procedures contained in Appendix "A".

ARTICLE VI - FRINGE BENEFITS

Section 1. Sick Leave.

a. Sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed, whichever is greater. Unlimited sick leave accumulation shall be retroactive to the initial hiring of the faculty member at the college.

b. The Employer shall maintain a system that will ensure accurate accounting of sick leave.

c. The Employer reserves the right to require reasonable proof of injury or illness.

d. Faculty members upon retirement shall have unused accumulated sick leave days applied to computations regarding retirement benefits according to applicable state laws.

e. In the event of illness or injury of a faculty member's spouse, child, or person residing in his household which necessitates the faculty member's absence, sick leave may be used to a maximum of five (5) days in any one academic year.

Section 2. Leaves of Absence.

a. Maternity Leave -- Female faculty members shall have the option of utilizing any sick leave benefits available pursuant to Section 1 above or of taking up to one year's leave without pay. Leave without pay shall not count as regular service for the purpose of advancement on the scale or accrual of benefits.

b. Bereavement Leave -- The Board shall allow a faculty member up to ten (10) working days off with pay after the death of a member of the immediate family (wife, husband, son, daughter, father, mother, sister or brother). Such leave shall be deducted from accrued sick leave. Additional time off may be arranged through the College President.

c. Military Leave -- Military leave shall be granted consistent with applicable state and federal laws.

d. Civic Leave -- Faculty members shall receive time off with pay for required appearances in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the faculty member is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Any remuneration received for such appearances held on a work day, less travel costs, shall be endorsed to the Employer.

e. Sabbatical Leave -- Sabbatical leaves for faculty members' shall be in accordance with Appendix "B".

f. Personal Leave -- The Employer shall allow each regularly employed faculty member up to two (2) days personal leave during a year. Personal leave is cumulative to a maximum of four (4) days. The faculty member must give the college advance notice before taking personal leave, but is not required to divulge the personal reason(s) necessitating the leave request.

g. Leaves for Other Reasons -- The Employer shall grant upon the request of a non-probationary faculty member leave of absence without pay for the purpose of study, resarch, travel, recovery of physical or mental health when a faculty member's health or physical condition makes it impossible for him to properly discharge his duties or such other leave as the Employer may deem in the best interest of the college. Such leaves may be granted to probationary faculty members upon request. Such leaves shall not count as regular service for the purpose of advancement on the salary schedule or accrual of benefits. The terms and conditions of a leave of absence without pay shall be mutually agreed to in writing prior to granting the leave.

h. Effect of Leaves on Faculty Status -- Unless otherwise stated, faculty members who avail themselves to leaves in this section shall not lose such time as credit for regular service for the purpose of advancement on the salary scale or accrual of benefits. Faculty members on approved leave without pay shall be granted the opportunity of continuing benefits available to all other faculty members on a self-pay basis if allowed by the underwriter.

Section 3. Holidays. Full-time faculty members on a regular 185-day contract shall receive time off with pay on the following holidays: President's Day, Memorial Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and New Year's Day.

Additionally, other faculty members on 205-day contracts or on 12-month contracts shall receive time off with pay, if applicable to their contract period, for the following holidays: Independence Day, Labor Day, Christmas Day, and the day before Christmas.

Holidays shall be observed in accordance with the instructional calendar of the college.

Section 4. Vacations. Full-time faculty members employed on a 12-month basis shall receive twenty (20) working days' vacation per fiscal year. Such vacation shall partially be utilized during periods at Christmas and periods of time between terms. As long as it is not disruptive to the operations of the District, faculty members shall be allowed to be gone from their positions on consecutive working days for the duration of their vacation. Vacation time will be used up on an annual basis.

Section 5. Insurance Coverage.

a. Disability insurance and term life insurance shall be continued at no less than its current benefit level for the duration of this Agreement for members of the bargaining unit. Effective January 1, 1984, term life insurance shall be twice the individual annual salary or $50,000, whichever is less.

b. The Employer shall provide full-family major medical and dental insurance:

Plan C (UC plus)
Preventive Care Rider-Option
Dental Plan 5
Orthodontia Rider-Option

Any increase in costs shall be considered in negotiating economics of a subsequent agreement.

Section 6. Tuition. The Employer shall provide seventy-five percent (75%) tuition offset to all faculty members working more than fifty percent (50%) of a usual full-time work load. Such offset shall apply to the faculty member's spouse and legally dependent children. Faculty members who take District courses to improve their job skills and/or knowledge with the approval of the Employer shall receive a one hundred percent (100%) tuition offset.

Section 7. Bookstore. All faculty members, their spouses and children shall be granted the opportunity to purchase specified professional books and supplies at a fifteen percent (15%) discount at the District bookstore.

Section 8. Admission to College Functions. All faculty members, their spouses and children shall be admitted free of charge to all District functions.

ARTICLE VII - TENURE

Faculty members on a regular full-time appointment shall normally be classified as probationary for a period of three (3) years. Such probationary period may be extended for a period of one (1) year in instances where such extension would serve the best interest of the individual and/or the institution. Annual appointment for a fifth year shall be interpreted as the conferring of tenure.

The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure which is contrary to a Tenure Review Committee recommendation shall be immediately disclosed with appropriate reasons to both the probationee and the applicable Tenure Review Committee.

It is further agreed that decisions of the Employer with respect to the granting or denial of tenure to probationary employees are not subject to the grievance procedure of this Agreement unless the grievance relates to only an arbitrary or discriminatory use of tenure procedure. In no event may an arbitrator substitute his judgment for the judgment of the Employer.

In lieu thereof, the handling of such matters shall be consistent with Article VIII, Section 2, of this Agreement.

ARTICLE VIII - EVALUATION

Section 1. Tenured Faculty. Evaluation of faculty members shall be conducted primarily by the divisions (which includes the Learning Resource Center). Each faculty member shall invite another faculty member to observe and evaluate his or her work at least once a year and ask that faculty member to hold a conference to discuss the observations and evaluation. A record shall be kept of the date of observations and evaluation.

Section 2. Untenured Faculty. The Division Chairman and tenured faculty member of the division will confer with the untenured faculty member for the purpose of establishing evaluative procedures, using methods outlined in the present Report of Yearly Service as a guide. This meeting must be held by November 1 of each academic year.

Each year prior to March 1, all untenured faculty members normally will be evaluated by the tenured faculty within their respective divisions. The evaluation will:

a. Assess the effectiveness of the untenured faculty member as an instructor in his or her division.

b. Assist the instructor in the performance of his or her duties for the purpose of determining whether or not an untenured faculty member should be retained, and, if appropriate, whether to grant tenure.

The faculty member's overall service to the college shall be considered when determining the desirability of retaining him or her or granting tenure.

The evaluation will be carried out by a Tenure Review Committee composed of the Division Chairman and at least four tenured faculty members of that division. In the event a division has fewer than five tenured faculty members, the number will be supplemented in the following manner: the faculty member being evaluated and the Division Chairman will alternately choose tenured faculty members of their choice until an appropriate number has been reached. The faculty member shall have the first choice.

Recommendations of the Tenure Review Committee regarding retention or tenure will be forwarded to the Dean of Instructional Services. The Dean of Instructional Services will then forward this information along with his own recommendation to the President of the College. If the recommendation of the committee, the recommendation of the Dean and the recommendation of the President are in agreement, they will be forwarded to the Board of Education for action.

In case there is a difference in the recommendations, a meeting will be held between the parties to discuss the differences. All reasons for granting or not granting tenure will be discussed at this meeting. If agreement cannot be reached at this point, all recommendations will be forwarded to the Board of Education for action.

The faculty member will be informed of any adverse recommendation. The faculty member shall have a right to appear before the Evaluation Committee, the joint meeting of the Tenure Review Committee, Dean and President which meet to consider cases where there are differences in recommendations, and the Board of Education to respond to any adverse recommendations and to present evidence to support his or her retention. The faculty member may be accompanied by counsel and/or a representative of the Federation. Such meeting shall be held in executive session.

Section 3. Nothing in this Article shall be construed to preclude the Employer from utilizing additional supplemental evaluation procedures as long as they are not inconsistent with this evaluation provision and do not supersede it.

ARTICLE IX - PROBATIONARY PERIOD, TERMINATIONS, REDUCTION IN STAFF AND NOTICE

Section 1. Full-time faculty members who have completed their probationary period and/or extensions thereof described in Article VII shall be deemed to have permanent status.

Section 2. The Employer agrees that termination of employees with permanent status shall only be for just cause, which shall include financial exigency, declining enrollments, program reduction, or program termination.

Section 3. Termination of probationary employees shall be governed by paragraph 3 of Article VII and shall be deemed justified unless arbitrary, capricious, or prohibited by any other provision of this Agreement.

Section 4. In the event that the Employer determines a reduction in force to be necessary, the President shall develop an overall plan of reduction which best protects the instructional capacity and flexibility required to maintain the highest quality of education possible for district students. This plan shall contain: (a) a justification for reduction in force; (b) an identification of all employees affected; and (c) all intended reassignments of faculty members' duties. The principle of seniority will be followed where possible.

The President shall present his overall plan for reduction in force to the Federation and shall have his initial meeting with Federation representatives to discuss the plan thirty (30) calendar days prior to submitting it to the Board of Education.

In the event the Federation chooses to present an alternative method of reduction to the Board, the President shall so designate in his submission to the Board, and the Federation's alternative proposal shall also be considered by the Board. Failure by the Federation to respond to the notice issued by the President shall not preclude the Board from considering the recommended reduction in staff. The Board of Education in its role as appointing authority shall make the final determination and shall instruct the President to inform all parties affected by its decision in writing in a timely manner. Such substantive decisions by the Board shall not be grievable under the terms of this Agreement.

Section 5. Before implementing a reduction in staff, the Employer agrees to make every reasonable effort to reassign the faculty member(s) to another position in the institution for which the individual is qualified. In the event reassignment cannot be made, faculty members affected by reduction in staff shall have recall rights for three (3) years. Such recall rights shall apply to both full-time and part-time vacancies which may occur during the recall rights period for which they are qualified and shall include a reasonable time for which the faculty member may accept or decline the recall offer. In the event of recall, affected faculty shall be recalled in the inverse order of being laid off, provided they possess the necessary qualifications to perform the assignment to which they are being recalled.

Section 6. Reductions in force of permanent status faculty members with regular annual appointments: All notice requirements contained herein will be given only after the Board has approved an overall plan for reduction in force, as is described in Section 4, at a regular or special meeting.

a. Terminations as a result of declining enrollments; or terminations involving program reductions or terminations not directly resulting from financial exigency:

Terminations of faculty members who are not reassigned in accordance with Section 5 shall only be accomplished with Board approved timely notice. If such notice is not given on or before March 1, the faculty member is entitled to an additional year's contract.

b. Terminations as a result of financial exigency:

In the event that the Board has determined at a regular or special meeting that a condition of financial exigency exists and thereafter a plan for reduction in force is accomplished in accordance with Sections 4 and 5, then terminations of faculty members who are not reassigned in accordance with Section 5 shall only be accomplished with Board approved timely notice of one hundred eighty (180) calendar days.

Section 7. Reductions in force of probationary status faculty members with regular annual appointments: The conditions described in Sections 4, 5 and 6 will be applied to probationary status faculty members with the following modifications of timely notice:

a. Terminations as a result of declining enrollments, program reduction, or program termination:

Terminations shall only be accomplished with Board approved timely notice of one hundred eighty (180) calendar days.

b. Terminations as a result of financial exigency:

Terminations shall only be accomplished with Board approved timely notice of ninety (90) calendar days.

ARTICLE X - WORK LOAD

Section 1. The salary scale is based on a work load calling for teaching assignments at 15 credit hours or 25 clock hours. Size of classes, number of required preparations, study center time, laboratory time and student advisory time for activities are all to be considered. Counseling and Learning Resource Center personnel including study center shall be on duty assignments of 35 hours per week.

Section 2. Release time may be permitted for service to the institution with the approval of the Dean of Instruction. It will not be the general practice of the administration to assign faculty members to the full load but rather to allow time for service to the institution and the students for a part of the total allowable time. Some committee work can be assigned in addition to the 15 or 25 hour teaching assignment; however, substantial amounts should be credited toward the individual's work load. It is understood that the granting of such release time shall be predicated upon the benefits derived by the institution as determined by the Dean of Instruction.

a. Release time of 4 to 7½ credits shall be granted for Division Chairpersons as determined by the Dean.

b. As applicable, release time for coaches shall be granted in accordance with the following schedule:

Men's Basketball	1/5 load Fall and Winter Quarters
Women's Basketball	1/5 load Winter Quarter
Men and Women's Cross Country	1/5 load Fall Quarter
Men's and Women's Track	1/5 load Winter and Spring Quarters
Wrestling	1/5 load Winter Quarter
Volleyball	1/5 load Fall Quarter
Men's and Women's Tennis	1/5 load Spring Quarter

c. Release time of 1 to 7½ credits shall be granted for coordinators/directors as determined by the Dean.

d. Assigned student advising load credits shall be counted as load credits on the following basis:

# of Advisees	Load Credit
0-10	0
11-15	1
16-30	2
31-40	3

No more than forty (40) advisees shall be assigned to an individual faculty member in any quarter. The parties agree to jointly review the advising system during the current contract year.

Section 3. Overloads will not be paid until a faculty member goes beyond a 15-credit-hour or 25-clock-hour teaching load. The loads will be balanced on an annual rather than a term basis.

Section 4. It will not be the general rule to require night teaching on a continuous basis. Staff rotation for evening work will be practiced whenever possible.

Section 5. It is agreed that the appropriate Dean has the right to make reasonable changes from time to time in scheduling and work assignments of the individual faculty member.

Section 6. Acceptance of overload assignments shall be voluntary. Assignments considered by the administration as overload shall be so identified. The faculty member tendered an assignment he believes to be overload, and not so identified, is entitled, on request, to a statement of how his assignments will be calculated for overload purposes.

ARTICLE XI - OVERLOADS AND SUMMER SESSION

Compensation for summer work and overloads, excluding counseling and learning resource personnel, shall be computed on the basis of eighty percent (80%) of the individually contracted rate. Effective Summer Quarter 1981, such compensation for summer work shall be at one hundred percent (100%) of the individually contracted rate.

ARTICLE XII - TERMS OF SERVICE

Section 1. Faculty members may be appointed on the academic year basis or fiscal year basis for purposes of annual contracts.

Section 2. The fiscal year shall run consecutively from July 1 through June 30. The academic year shall consist of four academic terms beginning with the fall term and ending with the summer term as provided for in the instructional calendar of the college.

Section 3. Faculty members with ten month contracts shall be required to work 185 days of service during three consecutive terms of the academic year in accordance with the instructional calendar.

Section 4. Ten-month faculty contracts for a comparable period of service within the fiscal year may be recommended by the President to the Board in special circumstances.

Section 5. Nothing shall prevent a faculty member employed on an academic year basis from being employed during the remainder of the fiscal year, in the summer sessions, or in other service.

Section 6. Faculty members shall be given one of two kinds of annual contracts or appointments: (1) regular appointment, (2) visiting appointment.

Section 7. A regular appointment shall be given in all cases other than those in which a visiting appointment shall be given. A regular appointment may be probationary or tenured in accordance with the terms of this Agreement.

Section 8. A visiting appointment may be given in the following cases:

a. To fill a temporary vacancy in a permanent position for a period of one academic or fiscal year. A temporary vacancy occurs when a faculty member who is employed full time on a regular contract or appointment takes a leave of absence.

b. When a member is hired to work on a temporary project or program.

Section 9. A faculty member on a visiting appointment will be entitled to all privileges available to a faculty member on a regular appointment with the exception of those provisions regarding tenure not specifically pertaining to such faculty member.

Section 10. If a faculty member with a visiting appointment is given a regular appointment, all consecutive years of service with a visiting appointment shall be retroactively counted towards tenure if the faculty member's assignment is similar, as well as promotion, sabbatical leave, or any other term or condition of employment with a longevity requirement.

Section 11. The terms and conditions of every appointment, whether regular or visiting, shall be stated or confirmed in writing, and a copy of the appointment document will be supplied to the faculty member concerned. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member concerned.

Section 12. A faculty member may terminate his or her appointment effective at the end of the academic or fiscal year provided that he or she gives notice in writing at the earliest possible opportunity, but no later than thirty (30) days after receiving notification of the terms of appointment for the next academic or fiscal year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

Section 13. By April 1 of each academic year, permanent faculty members must notify the college in writing of their intent to return or not to return for the following academic year. Failure to so notify the college by the above date after a reasonable request by the employer shall terminate that faculty member's permanent status and the employer may immediately declare that position vacant for the following year.

Section 14. The Sabbatical Screening Committee shall review the employment history of bargaining unit members during the faculty member's year of service immediately preceding retirement and submit recommendations to the Employer regarding granting or denial of emeritus status. Upon approval of both the President and the Board of Education, professor emeritus status shall be granted to the individual. Benefits of such status after retirement shall be as follows:

Catalog listing
General faculty directory
College mailing list
Whenever possible, office space and secretarial help when involved in professional pursuits
Eligibility to serve on faculty senate committees and advisory committees
Admission to college sponsored events (emeritus member and spouse)
Bookstore and library privileges to continue

It is agreed that the above benefits will be provided as long as no additional costs are incurred by the institution. It is further agreed that no employment relationship may be construed to exist as a result of the granting of emeritus status.

Section 15. Article 5b of the individual contract which deals with the faculty member's four-year summer obligation shall be null and void as of the date of this contract.

ARTICLE XIII - BUDGET DEVELOPMENT

The Employer agrees that faculty members shall be allowed to participate in the development of the College budget through the appropriate administrative channels.

The final draft of the budget will be provided the Federation five (5) working days prior to its submission to the District Budget Committee.

Monthly reports of expenditures and income will be prepared for Board approval and will be made available to all faculty members or other interested persons following the Board meeting.

ARTICLE XIV - CONFERENCE AND TRAVEL

Faculty members shall be reimbursed for the costs of attending conferences directly related to their teaching assignments, subject to budget limitations and the determination by the Employer that such attendance serves the best interests of the District. In the event that reimbursement is granted, such reimbursement shall be consistent with district-wide policy.

The Employer shall pay the costs of previously approved commercial transportation. Use of personal vehicles shall be reimbursed at the maximum reimbursable rate allowed by the Internal Revenue Service per mile provided no District vehicles are available. If a faculty member elects to use his or her personal vehicle for his or her own convenience, reimbursement shall be at the rate of ten cents (10¢) per mile.

ARTICLE XV - COLLEGE GOVERNANCE

It is agreed that the Constitution of Southwestern Oregon Community College General Faculty and Faculty Senate, the Faculty Senate itself and its committees shall remain in existence for the duration of this Agreement. The application of the Constitution and the operation of the Faculty Senate and its committees shall all be consistent with the past practice of the institution except in instances where such action would be inconsistent with the terms of this Agreement and Oregon statute. It is agreed by the parties that the Senate and its committees shall in no way interfere with or abridge the rights and obligations of the parties to each other resulting from recognition agreed to between the Federation and Employer in this Agreement.

ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1. It is the declared objective of the Employer and the Federation to encourage the prompt resolution of all complaints, misunderstandings or other difficulties. Accordingly, this grievance procedure is established to provide an orderly and expeditious procedure for such resolution.

A grievance is hereby defined as a complaint or claim against, or dispute, misunderstanding or controversy with, the Employer by a faculty member or members of the Federation arising out of the interpretation or application by the Employer of the terms of this Agreement. A grievant is hereby defined as an employee, a group of employees or the Federation acting on behalf of an employee or group of employees. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Federation has been given the opportunity to be present at such adjustment. The Employer and the Federation agree that every attempt should be made to resolve differences through informal meetings and discussions within the established administrative channels. A grievant shall have the right to be accompanied by counsel and/or a representative of the Federation at all steps of this procedure whether formal or informal. If differences cannot be informally resolved, such grievances shall be handled in the following manner:

Step One. The grievant and the Federation representative, if requested by the grievant, may orally present the grievance to the appropriate Dean. If the grievance is not adjusted orally within the ten (10) working days, the grievance shall be reduced to writing, dated and signed by the employee and the Federation representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative and the grievant. The Dean shall answer the grievant in writing within five (5) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Federation.

Step Two. If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or his designated representative not more than seven (7) working days after it is answered in Step One. The grievant and/or representative(s) of the Federation will be present at any meeting called to consider the grievance at this Step Two. The President or his designated representative shall send his written answer to the grievant and the Federation within seven (7) working days after the next regularly scheduled meeting of the Board of Education. Such answer shall be deemed to be the final position of the Employer.

Step Three. If no settlement is reached at Step Two, the Federation may, in its sole discretion within seven (7) working days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section 1 above within twenty-five (25) working days after the aggrieved becomes cognizant of the facts on which the grievance is based, shall be waived for all purposes.

If either party fails to comply with the above established time limits the grievance shall be declared settled in favor of the other party unless both parties mutually agree to extend such time limits.

Section 3. Matters subject to arbitration shall be referred to the Federal Mediation and Conciliation Service for a list of arbitrators. Each party shall alternately strike a name from the list. The order of striking shall be determined by lot. The remaining individual shall be designated the Arbitrator. Arbitration matters shall otherwise be subject to the American Arbitration Association voluntary rules of labor arbitration.

Section 4. Jurisdiction of the arbitrator is limited to:

a. Grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided; and

b. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or an award which is in conflict with the provisions of this Agreement.

c. The arbitrator shall decide all substantive and procedural issues arising under this Agreement. Upon request of either party, the merits of the grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator: provided that an arbitrator shall resolve the arbitrability of the grievance before hearing the merits of the grievance.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation and the employees affected, consistent with the terms of this Agreement.

ARTICLE XVII - SCHEDULING AND TEACHING ASSIGNMENTS

Section 1. Class schedules shall be published by the Office of Instructional Services.

Section 2. Division chairmen shall submit proposed schedules of classes, class meeting times and faculty members to teach the classes to the Dean of Instructional Services. Division chairmen will consult with division members in preparing the proposed schedules. Any changes to the proposed schedules submitted by the divisions will be referred to the faculty members involved before the schedules are finalized.

Section 3. Faculty members will be notified by the Dean of Instructional Services of teaching assignments as soon as possible after the schedules are finalized.

ARTICLE XVIII - PERSONNEL FILES

Section 1. Each faculty member shall have the right, upon request, to review the contents of his/her own personnel file.

A representative chosen by the faculty member may, at the faculty member's request, accompany the faculty member in this review.

Only one such personnel file on any faculty member shall be maintained by the District.

Section 2. All material which could have an adverse effect on a faculty member's reputation or employment status shall be acknowledged, signed and dated to that effect by the faculty member. The faculty member reserves the right to include in the file a written response to all material placed in the file, and this response shall be attached to the material in question. Any adverse material placed in a faculty member's file which has not been acknowledged and signed by the faculty member shall be removed.

Section 3. The faculty member shall have the right to include in the file any material or information considered relevant to that faculty member's professional career.

Section 4. Excluding internal personnel administration applications, material in the personnel file can only be released with the permission of the faculty member and in accordance with state and federal law.

Section 5. In the event that a discharge for cause is overruled by an arbitrator, material relating to such discharge shall be removed from the file consistent with the award of the arbitrator who shall determine what material shall be so removed as part of the award.

ARTICLE XIX - FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION

It is agreed that faculty involvement in the selection process is desirable to the institution. Selection of faculty members shall be made only after candidates have been interviewed by a selection committee composed of the appropriate dean and division chairman and at least two (2) other faculty members of the Division. The President shall consider the recommendations of the selection committee in making a recommendation to the Board. In addition, it is agreed that screening committees including faculty members shall be utilized to assist the Employer in the evaluation and selection of administrative candidates.

ARTICLE XX - FACULTY RIGHTS

Section 1. Compliance with state and federal laws regarding discrimination on the basis of race, color, creed, national origin, sex, sexual preference, political beliefs, political activities, political affiliation, religion, marital status or life style shall be guaranteed all faculty members.

Section 2. Nothing in this Agreement shall be construed to deny or diminish any individual rights which a faculty member has under the law.

ARTICLE XXI - DIVISION ORGANIZATION

The policies of the Employer regarding selection of Division Chairman adopted on July 14, 1970, are incorporated into this Agreement by this reference. Nothing in this Article shall alter the rights of either party outlined in Article I of this Agreement nor preclude the Board of Education from modifying the organization structure if it determines such modification to be in the best interest of the institution.

ARTICLE XXII - MANAGEMENT RIGHTS

The Federation recognizes the right of the Employer to direct and manage the affairs of the District. As the Employer in this Agreement, the Southwestern Oregon Community College Board of Education and its agents retain all authority, rights, functions and powers not specifically abridged, deleted or modified by this Agreement or by statute.

ARTICLE XXIII - PRIOR PRACTICES

Any practices and conditions not specified in this Agreement which have existed for at least two (2) years shall remain in effect for the duration of this Agreement.

Such practices may be changed or eliminated by the Employer if it can establish that it has through the exercise of managerial discretion changed or eliminated the basis for the existence of the prior practice or condition and that a reasonable causal relationship exists bewtween the change in the basis for the prior practice or condition and the change in the prior practice or condition itself. It is further agreed that, in the event such action is challenged through the grievance procedure, the burden of proof shall rest with the Employer.

ARTICLE XXIV - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Federation agree that the public interest requires efficient and uninterrupted performances of all District services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Employer shall not lock out any Federation members and the Federation shall not cause or condone any work stoppage during the period of this Agreement.

ARTICLE XXV - SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understandings whether oral or written which are contrary or inconsistent with the terms of this Agreement.

Section 2.

a. In the event that any provision or provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect. In addition, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid by reason of such court decision.

b. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Except as specifically stated in this Agreement, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

ARTICLE XXVI - DURATION

This Agreement shall remain in full force and effect from July 1, 1986 until June 30, 1987. Negotiations for a new contract shall begin no later than March 1, 1987 upon request of either party.

Signed this 30TH day of May, 1986 at Coos Bay, Oregon.

FOR THE FEDERATION	FOR THE EMPLOYER
Robert a. Miller Robert Miller, President	Robert Barber, President
Thomas H Wiedeman Tom Wiedeman, Chairman, Negotiating Committee	Jon Littlefield, Chairman, Board of Education

cpw
5/23/86

APPENDIX A

SOUTHWESTERN OREGON COMMUNITY COLLEGE
BASE SALARY SCHEDULE -- 1986-87

185 Days	Instructor	Asst. Prof.	Assoc. Prof.	Professor	Step
1	13,398	16,179	19,203	23,723	1
2	13,960	16,875	20,033	24,248	2
3	14,522	17,571	20,888	24,768	3
4	15,111	18,348	21,824	25,329	4
5	15,752	19,124	22,788	25,891	5
6	16,394	19,953	23,283	26,466	6
7	17,090	20,809	23,777	27,043	7
8	17,812	21,744	24,312	27,672	8
9	18,587	22,680	24,847	28,272	9
10	19,389	23,189	25,410	28,914	10
11	20,223	23,697	25,971	29,555	11
12	21,113	24,218	26,547	30,237	12
13	22,042	24,751	27,122	30,919	13
14		25,296	27,723	31,628	14
15			28,326	32,338	15
16			28,950	33,074	16
17			29,587	33,808	17
18			30,238	34,586	18
19			30,903	35,361	19
20				36,138	20
21				36,933	21
22				37,746	22

Note: 11-month contracts -- add 11% to base figure
12-month contracts -- add 22% to base figure

1. In implementing the above schedule for the 1986-87 contract, regular annual increments will be given.

   a. Such schedule shall remain in effect for the duration of this Agreement.
   b. Criteria for rank and placement shall remain in effect for the duration of this Agreement.
   c. Approved educational increments and promotions shall be granted.

2. It is understood that the above compensation shall be effective on a pro rata basis for faculty members on an extended contract (beyond 185 days) during the life of this Agreement.

3. Consistent with applicable statute, the Employer shall contribute the employee's contribution to the Public Employes Retirement System.

cpw
5/23/86

CRITERIA FOR RANK, ORIGINAL PLACEMENT AND ADVANCEMENT

I. Introduction

A. It is the function of the Board and the Administration of Southwestern Oregon Community College to establish and administer policy regarding rank, original salary placement, and advancement of faculty. The Federation will act in an advisory capacity regarding this policy and its implementation.

B. The Federation Personnel Committee shall act as a committee for reviewing procedures for appointment and promotion of faculty members.

C. The Joint Federation/Employer Committee shall make periodic review of policy regarding rank, original placement, and advancement of faculty and make recommendations for revision when needed.

D. Faculty members will not be placed at a rank lower than that for which they qualify as indicated by these criteria. However, if desirable because of special qualifications and at the recommendation of the Federation Personnel Committee, and at the discretion of the Administration and the Board of Southwestern Oregon Community College, a faculty member may be placed at a higher rank.

E. Terms used in these criteria hereinafter shall be interpreted as follows:

1. Nothing in the criteria shall be interpreted in such a way as to reduce the rank or placement of any faculty member employed at the time of adoption of this document.

2. Graduate hours shall be from accredited institutions.

3. "Hours" as used in this document shall be interpreted as term or quarter hours. Semester hours shall be calculated as 3/2 term hours.

4. Graduate hours shall be defined as credit hours granted from:

   a. Courses listed as graduate courses by the institution.

   b. Advanced courses which have been counted as a part of a graduate degree program.

   c. Advanced courses for which graduate credit is granted when the course is completed by a student with graduate standing.

5. "Graduate work in the teaching field" shall be interpreted as: at least 2/3 of the graduate hours used for placement in teaching fields which the faculty member is employed to teach, except that graduate hours in library science and all fields listed in the college transfer program are applicable in placing librarians in rank.

6. Written prior approval by the Federation Personnel Committee and/or the Administration of term hours earned shall be interpreted as term hours in the teaching field.

7. Ordinarily, no person shall be asked to teach in a field in which he has fewer than 24 graduate hours.

8. Any person employed less than 66 2/3 percent of a full-time assignment on an annual basis shall be designated as Lecturer. All other criteria for this designation shall be subject to the needs of the college.

F. Not more than twenty percent (20%) of full-time faculty shall be at the Professor rank.

II. Criteria for Rank placement of Faculty Teaching in the Transfer Program

Instructor. Minimum of Master's Degree in the subject area to be taught or Bachelor's Degree plus 65 hours of graduate work in teaching field.

Assistant Professor. Master's Degree with tenure at Southwestern Oregon Community College or three years of full-time teaching experience at the college level.

Associate Professor. Master's Degree with 90 term hours of graduate work in the teaching field beyond the Bachelor's Degree plus eight years (at least three years of which should be at Southwestern Oregon Community College) of teaching experience at the college level; or 110 hours of graduate work in the teaching field beyond the Bachelor's Degree plus seven years of teaching on the college level (at least three years of which should be at Southwestern Oregon Community College; or having completed work towards the doctorate in the teaching field except for the dissertation or two Master's Degrees in dual fields (with Committee approval), plus five years teaching at the college level (at least three of which should be at Southwestern Oregon Community College).

Professor. Doctor's Degree, or two Master's Degrees in dual teaching fields, provided the usual rank-promotional approval has been obtained, with at least ten years of teaching experience at the college level.

III. Criteria for Original Placement and Rank Advancement for Technical-Vocational Faculty

Instructor (no limit as to original step placement). Must meet minimum state requirements for certification in subject field. Normally advanced to Assistant Professor upon granting of tenure.

Assistant Professor (maximum step placement - 5th). Must meet the following requirements:
1. Hold first five-year certificate or meet requirements.
2. Have 30 graduate hours beyond Bachelor's Degree or 60 undergraduate hours towards Bachelor's if a T & I teacher.
3. Three or more SWOCC equivalent years. (See table)
May apply for advancement to Associate Professor upon meeting Associate requirements.

Associate Professor (maximum step placement - 4th). Must meet the following requirements:
1. Hold or be eligible for second five-year certificate.
2. Sixty hours beyond Bachelor's Degree or 120 undergraduate hours if a T & I teacher.
3. Eight or more SWOCC equivalent years. (See table)
May apply for advancement to full Professor upon meeting Professor requirements.

Professor (maximum step placement - 3rd). Must meet the following requirements:

1. Hold or be eligible for third five-year certificate.
2. Ninety hours beyond Bachelor's Degree or have completed Bachelor's Degree with 180 hours or more if a T & I teacher.
3. Thirteen or more SWOCC equivalent years.

NOTE: SWOCC years evaluated as follows:

- a. Year for year at SWOCC.
- b. Year for year for another college teaching up to three maximum.
- c. Two high school teaching years for one SWOCC year, maximum five.
- d. Industrial experience, two years for one SWOCC year, maximum five.
- e. Military experience, two for one, maximum five.

IV. Evaluative Criteria for Advancement Within Rank

A. Ordinarily, faculty members will advance one step for each year of service to SWOCC provided they show continuing professional growth and contribution to the institution. Some activities that are evidence of such growth and contribution are:

1. Membership in professional organizations and attendance at their meetings.
2. Publication and research, or other productive activities characteristic of the instructor's discipline.
3. Further education.
4. Related work experience.
5. Innovations by the instructor in teaching methods or curriculum.
6. Service on faculty committees or faculty offices.
7. Quality of teaching as judged by peers.
8. Approved work experience, travel, or military experience.
9. Participation in assigned institutional responsibilities.

B. If a faculty member is not advanced one step he shall be notified of this before contracts are handed out, and he will be allowed the right of appeal to the Federation Personnel Committee. The Committee upon hearing the appeal shall then make a recommendation to the administration.

C. On presentation of evidence by the faculty member of accumulation of 15 hours of approved course work he shall be eligible for an extra step on the salary scale.

D. The above information would be made available by the faculty through means of the completion of a Yearly Summary, due March 1, which would act as an aid and guide to the instructor in furnishing the information which the administration needs for evaluating the faculty.

E. Evaluation of teaching quality should be carried out by departmental methods. Individual instructors would invite other members of their department to visit their classrooms at least once a year, and later hold conferences to discuss their performance and possible areas of improvement. A record would be kept of the date of visitation and the fact that a critique had been made. A standard evaluation guide would be adopted to aid the evaluator.

F. Where deemed advisable, the faculty member, in consultation with the division chairman and/or the department head, may request a visitation by the division chairman. The division chairman would also, in the face of unusual circumstances, be free to ask the Dean of Instructional Services or other administrative officer to make a visitation.

APPENDIX B

SABBATICAL LEAVE: REGULATIONS AND PROCEDURES

I. Purpose

A sabbatical leave may be granted to a faculty member who, during the leave of absence, will engage in study or travel of a kind and in an amount which will so improve and update his capabilities that during future employment of the applicant in the college such experience will enhance substantially his value to the college. A leave is not granted as a reward for work already performed, but rather as a means of preparing for improved service in the future.

Sabbatical leave of absence is an opportunity accorded qualified members of the faculty, including counselors, librarians, and administrators for intellectual refreshment and development by study, research, travel, or other creative activities. Its ultimate objective is the improvement of service to Southwestern Oregon Community College. The sabbatical leave of absence is not an earned right but a privilege granted by the Board of Education. Sabbatical leave must benefit Southwestern Oregon Community College as well as faculty members.

II. Criteria for Granting Sabbatical Leave

A. Eligibility. After six years of continuous service as a regular full-time member of the faculty, a faculty member may be granted leave of absence not to exceed one year to better fit himself for service to the institution. The conditions of sabbatical leave are as follows:

No one shall be entitled to any form of sabbatical leave until he has been employed full time in the continuous service of the college for six calendar years.

As a rule, only one sabbatical leave from a division is granted in any one year, and when more than one application from any department is made, precedence is given to the order of factors such as seniority of service and merit of application.

B. Types of Leave. Staff members employed on an academic year basis are considered as serving continuously and, every seventh year, are eligible to apply for one of the following types of leaves:

1. One academic year (three terms) on one-half salary, or
2. Two-thirds of a year (two terms) on three-fourths salary, or
3. One-third of an academic year (one term) on full salary.
4. Eligible faculty members who are normally on a ten-month contract may be employed for one year on a twelve-month contract and they may be granted a sabbatical leave during any one term, provided they agree to take an additional one-term leave in another academic year at their own expense.

Faculty members employed on a twelve-month basis are eligible for their first sabbatical leave after serving six years. This sabbatical leave may consist of:

1. One-third of a year, or four months, on full salary (except in unusual circumstances, this type of leave will be limited to administrative officers and others who find it difficult, because of their professional assignment, to be away from their work over a longer period), or
2. Two-thirds of a year, or eight months, on three-fourths salary, or
3. One year, or twelve months, on one-half salary.
4. Twelve-month staff members are eligible for a second sabbatical leave, and succeeding leaves thereafter, after eighteen terms (four and one-half years) of continuous service, at which time they may have one-third of a year, or four months, leave on full salary; or they may, after twenty-four terms (six years) of continuous service, choose either type of leave under (1.) and (2.) above.

C. Compensation. Leave salary payments will be made in twelve monthly installments for full-year leaves. The salary for term leaves will be prorated during the period of the leave.

To ensure the interests of the college, the faculty member will enter into a special contractual arrangement with the college at the time sabbatical leave is granted.

A Southwestern Oregon Community College employee who is granted sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he remained in active service.

In addition to sabbatical leave pay, the employee may accept a scholarship, fellowship, grant-in-aid, or other similar assistance, but may not accept compensation for employment which added to his sabbatical leave payments equals an amount greater than that he would have received had he not been on sabbatical leave.

D. Special Contractual Arrangement. If the faculty member chooses to be paid while he is on leave, he shall before beginning sabbatical leave, enter into a special contractual arrangement with the Southwestern Oregon Community College indemnifying the college for any salary paid him during the period of sabbatical leave in the event he fails to return to the district to teach at least one year immediately following his sabbatical leave.

Failure of an employee to return to the college and to teach at least one year immediately following his sabbatical leave or failure to complete satisfactorily his scheduled program of study and/or travel shall not result in forfeiture of his salary provided such failure is due to his death or physical or mental disability certified by a licensed physician.

E. Status. An employee granted a sabbatical leave shall be permitted to return to employment in the college with the same salary status which he would have enjoyed had he been teaching and in a comparable position. Time spent in sabbatical leave shall be counted toward faculty retirement.

F. Professional Study or Travel Considerations. If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval by the president. Transcripts or other evidence of completion of the planned program of study will be submitted to the president within sixty (60) days of the employee's return to duty.

Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed program incorporates a plan of study in connection with the travel. Applicants will submit a detailed itinerary and program with a statement of the objectives of the plan. The employee will remain in travel status (including time spent in study) at least three (3) months for each term of leave granted. A written report will be submitted to the president within sixty (60) days of the employee's return to duty.

G. Procedures for Applying. Faculty members desiring sabbatical leave will complete the application form on the following page.

Applications must be submitted through the Division Chairman to the Dean of Instructional Services to be reviewed by the Screening Committee for Sabbatical Leaves not later than February 15 prior to the school year during which the proposed leave is to begin. The applications, together with the Committee's recommendations, will be forwarded to the Administrative Council not later than March 1. The applicant will be notified of the Administrative Council and Board of Education decision by March 15. The Board's decision may be: approved, disapproved, or approved conditionally.

The Screening Committee for Sabbatical Leaves shall consist of the Dean of Instructional Services as permanent chairman, one additional administrator appointed by the president, and a representative of each division.

The Screening Committee will evaluate applications and recommend action to the Administrative Council.

Faculty members who have applied for admission to a college or university for study, or who have applied for a scholarship, fellowship, grant-in-aid, or other similar assistance but who have not been notified of their acceptance prior to the deadline set for action by the Screening Committee, Administrative Staff, and/or Board of Education may be approved conditionally for sabbatical leave.

H. Faculty Member's Obligation. Not later than sixty (60) days after returning to active service in the college, the faculty member who has taken sabbatical leave will file with the president a written report giving evidence that the program of study or travel agreed upon has been carried out. The president will arrange for the faculty member to make an oral presentation of the report to the Board of Education.

cpw
6/20/85

SOUTHWESTERN OREGON COMMUNITY COLLEGE
APPLICATION FOR SABBATICAL LEAVE

Name ______________________ Date of Application: ______________

Date faculty member commenced SWOCC assignment: ______________________

Describe, if any, previous leaves of absence during SWOCC employment: __________

____

____

Requested Leave Interval: From ______________ To ______________

Purpose of Leave: ______________________________________

____

____

Professional Justification: ______________________________

____

____

Anticipated Accomplishments: ______________________________

____

____

Plans for faculty member responsibilities during period of absence: __________

____

____

Department Head recommendation: __________________________

____

Division Chairman recommendation: __________________________

____

Dean of Instruction: ______________________________________

____

AGREEMENT

Between

TREASURE VALLEY COMMUNITY COLLEGE

And

TREASURE VALLEY EDUCATION ASSOCIATION

July 1, 1986 - June 30, 1989

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AGREEMENT

Between

TREASURE VALLEY COMMUNITY COLLEGE

and

TREASURE VALLEY EDUCATION ASSOCIATION

ARTICLE 1

RECOGNITION

This Agreement is entered into between the BOARD OF EDUCATION OF TREASURE VALLEY COMMUNITY COLLEGE, hereinafter referred to as the "Board" or the "College," and the TREASURE VALLEY EDUCATION ASSOCIATION, affiliated with the OREGON EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association."

A. Exclusive Representative:

The Board recognizes the Association as the exclusive representative of all professional staff members contracted for a full academic year at one-half (1/2) time or more, excluding administrators, supervisors, or confidential employees.

B. Definitions:

When used in this Agreement, unless the context requires a different interpretation, the terms "employee" and "instructor" refer to all employees in the bargaining unit and pronouns refer to male and female employees.

ARTICLE 2

ALTERATION OF AGREEMENT

A. Severability:

In the event that any provision of this Agreement shall be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

B. Contract Priority:

In the event that any policy or administrative rule of the College is contrary to any specific provision of this Agreement, the provision of this Agreement shall prevail. The party asserting the existence of such a conflict bears the burden of proving that policy or administrative rule is contrary to a specific provision of this Agreement.

C. Modification:

This Agreement may be modified only by the mutual consent of the parties and by a written instrument.

D. Status of Agreement:

This document contains the complete Agreement reached on all issues which were or might have been raised during negotiations. Personnel practices of general applicability which have a direct impact on the working conditions of employees in the bargaining unit will not be substantially modified for the duration of this Agreement without prior notice to and consultation with the Association. If, following consultation, the Association representatives object to the proposed modification, the matter may, within five (5) working days be referred in writing to Step 2 of the grievance procedure.

ARTICLE 3

MANAGEMENT RESPONSIBILITIES AND RELATIONSHIP OF THE PARTIES

The parties to this Agreement recognize that responsibility for management and operation of the College and the educational program which it represents resides exclusively with the Board elected by the citizens of the District and the administration appointed by the Board. The College expressly retains all authority and decision-making prerogatives connected with or in any way incident to its responsibilities to manage the affairs of the College and any department or program thereof.

The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement and the College retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The College shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subject covered by this Agreement and closed to further bargaining for the term hereof, and any subject which was or might have been raised in the course of collective bargaining.

ARTICLE 4

ASSOCIATION RIGHTS

A. Information:

Upon request, the Board agrees to furnish to the Association information which is of a public nature and such other nonconfidential information as is essential to the processing of a pending grievance.

B. Representation:

A representative of the Association or any employee may participate in grievance proceedings concerning the administration of the Agreement during working hours provided that such participation does not interfere with his/her professional responsibilities and has been approved by the College. In such event the employee shall suffer no loss in pay.

C. Access to Buildings:

The Association and its representatives shall have the right of access to College buildings for the purpose of contract administration or regular Association meetings providing there is no interference with the regular program or any employee's professional responsibilities. The usual facility reservations procedure will be followed.

D. Use of Equipment:

The Association may, for the purpose of Association business, request the use of College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. Usual College procedures will be followed and the Association will pay the usual charges for such use, materials, or services.

E. Mail:

The Association may use the intracollege mail facilities and faculty mailboxes.

F. Communications:

Upon request, an Association representative shall be allowed to make brief announcements at the beginning of any faculty meeting. The Association shall have the opportunity to suggest items for the agenda.

G. Contract Administration:

The parties agree to meet not more than monthly, for the purpose of discussing contract administration. Those attending the meeting will be:

1. Three members of the College administration

2. Three representatives of the Association

3. A representative designated by the Board

H. Bargaining Unit Lists:

The Association will be provided within five (5) working days of the first payday at the beginning of fall term a report containing the names, addresses, and locations of all employees in the bargaining unit. Within ten (10) working days after the start of winter and spring terms the Association will be provided a report containing all changes to the bargaining unit.

I. Association Dues and Fair Share:

1. Association Dues: Any faculty member may request in writing that the faculty member's regular Association membership dues and assessments be deducted from the faculty member's salary. The first monthly deduction shall be made on the following pay date after authorization is received. Such authorization shall continue in effect until revoked in writing. A faculty member may cancel the deduction authorization between September 15 and October 15 of each year. The College shall deduct the dues and assessments each month beginning in October of each year. Deductions for faculty members whose authorization is received after the commencement of the academic year shall be prorated so that the full amount of the Association dues and assessments shall be completed by July following the first deduction. The amount of Association dues and assessments collected shall be remitted to the Association each month at no cost to the faculty member nor the Association. The College in a reasonable manner shall provide the Association the names of the persons whose dues and assessments the College has deducted.

2. Fair Share: The College shall deduct an in-lieu-of-dues payment each month from the pay of each faculty member who is not a member of the Association. The total amount shall be the annual dues and assessments of the Association. Any faculty member who has not requested payroll deduction of Association dues and assessments or who has not certified to the College that he/she has paid dues and assessments directly to the Association shall be subject to the provisions of this section. Such request for payroll deduction or certification of direct payment of dues and assessments shall be made by October 15. The amount of fair share fees collected shall be remitted to the Association each month at no cost to the faculty member nor the Association. The College in a reasonable manner shall provide the Association the names of the persons whose fees the College has deducted.

3. Hold Harmless: The Association shall hold the College harmless from any claims that the Association has made an illegal expenditure of fair share fees or that the extent of the payroll deduction is unlawful. This hold harmless agreement shall be void unless the College gives immediate notice of any claim to the Association, tenders to the Association the defense of any claim, and fully cooperates with the Association and its designated counsel in the defense of the claim.

ARTICLE 5

STRIKES AND LOCKOUTS

A. Strikes:

During the duration of this Agreement, the Association and its bargaining unit members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing, or any other restriction of work at the College. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the College against any employee or employees engaged in a violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the College.

B. Lockouts:

There shall be no lockout of employees by the College for the duration of this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" shall mean a complaint by an employee of Treasure Valley Community College that there has been a violation or misinterpretation of a specific provision of this Agreement.

2. An "aggrieved person" is the person making the complaint.

3. The Association may file a grievance involving an alleged violation of Association rights under Article 5 or other Association rights under this Agreement.

B. Purpose:

The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level and there shall be no suspension of work or interference with the operations of the College.

C. Timeliness:

An employee shall be responsible for instituting the first step of the grievance procedure within ten (10) working days after the facts upon which the grievance is based first occur or within ten (10) working days after the employee knows or reasonably should have known of such occurrence. The failure to initiate a grievance is a timely manner shall constitute waiver of such grievance and neither the College nor the Association shall have any obligation to consider any such claim.

D. Procedure:

Grievances will be processed in the following manner and, unless mutually agreed upon by the parties, within the stated time limits.

1. Step 1:

   a. The aggrieved shall state the grievance in writing and file it with his/her immediate supervisor within the time specified in Section C. The employee and his/her immediate supervisor shall promptly attempt to resolve the grievance. If the grievance is not resolved informally, it shall be submitted to the appropriate supervising dean within ten (10) working days.

   b. The aggrieved may be accompanied by a representative of his/her choice when presenting the written grievance to the dean.

   c. Within ten (10) working days after the receipt of the written grievance, the dean will reply in writing to the aggrieved. The Association shall be provided a copy of the grievance.

2. Step 2:

   a. If the grievance is not resolved in Step 1, the grievant may file the grievance in writing with the College president for review by the College president and the Board in concert. Such appeal shall occur within ten (10) working days after receipt of the dean's written answer in Step 1.

   b. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought.

   c. The president or his/her representative and the Board or its representative shall review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) working days after receipt of the written grievance.

3. Step 3:

   Grievances not settled in Step 2 of the grievance procedure may be referred to arbitration provided that written notice of a request for arbitration is made to the president within ten (10) working days following the president's answer concerning the alleged grievance. In such event, the parties shall submit a joint request to the State Conciliation Service for a panel of seven (7) Oregon arbitrators. Failing agreement on an arbitrator, the parties shall flip a coin to determine the order of alternately striking names from such panel. The remaining name shall be the designated arbitrator. The arbitration hearing and post hearing procedures will be in accordance with the American Arbitration Association rules. The arbitrator shall have no authority to hear the merits of a grievance which is untimely or to add to or delete from the express terms of this Agreement. The authority of the arbitrator shall be strictly limited to the interpretation or application of the specific terms of this Agreement as have been properly placed in issue before him/her by the parties. In matters arising under Article II, Section D. the arbitrator shall have no authority to overrule the decision of the president-Board at Step 2 of the grievance procedure unless the Association can alternatively establish that the modification is arbitrary or capricious or would have no reasonable educational purpose.

E. Appeals:

Failure at any step of the procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step. Working days as used herein shall be defined as working days of the grievant.

ARTICLE 7

EMPLOYMENT STATUS

A. Probationary Period:

Every employee in the bargaining unit shall serve a probationary period of three (3) years. An employee may be required to serve one (1) additional year of probation when, in the judgment of the supervisor, the employee had not achieve the desired level of improvement outlined for him/her in accordance with Section B. of this article but has improved to the extent that the additional year of probation may allow him/her to make the further improvement necessary to merit regular status. Extensions of probation must be approved by the appropriate dean.

B. Evaluation:

Probationary employees shall receive performance appraisals as follows:

1. They shall be evaluated at least twice prior to March 1 of the first two (2) years of employment and at least once prior to March 1 in the third (3rd) year, and in the event of an extended probationary period, in the fourth (4th) year.

2. The evaluations shall be in writing, identifying areas in which the immediate supervisor and/or dean notes that improvement is required.

3. Employees will be provided with a suggested program that outlines methods to assist in achieving the desired improvement. Employees shall be responsible for outlining a program of self-improvement in such areas.

C. Probationary Contract:

If renewed, contracts for the probationary period shall be for one (1) year at a time. A probationary contract may be nonrenewed, in accordance with Section D. of this article, for any cause deemed in good faith sufficient by the College and may be terminated at any time during the contract year for just cause.

D. Nonrenewal:

If the College decides not to renew the contract of a probationary employee, the College shall provide notice of the nonrenewal decision no later than March 15. A notice of nonrenewal shall be sent by certified mail to the employee's last known address. If the College fails to provide such notice by March 15, then an offer of reemployment shall be considered to have been made and the employee may accept such offer by providing written notice to the College prior to April 1 of his/her acceptance of the offer.

E. Regular Status:

Employment for the succeeding year and any contractual obligation on the part of the College is in all cases subject to the availability of funds as set forth in Article 16. An employee who completes his/her probationary period shall attain regular status, unless he/she was notified of nonrenewal in accordance with Section D. of this article. The employment of a regular employee may be terminated for just cause or as a result of a reduction in program or staff as provided in Article 8.

F. Notice:

Subject to the foregoing provisions of this article, all employees shall receive notices of their employment status by March 15 of each year. Such notices shall include the period covered by the contract, the anticipated salary level, and the employee's status as a probationary or regular employee. On or before April 1, an employee shall acknowledge receipt of the notice of employment status and shall notify the College of his/her intent to continue employment. The failure to do so shall constitute a vacancy in the position.

G. Definition of Year:

An employee shall be considered to have completed a year of employment if he/she has been contracted for a full academic year at one-half (1/2) or more of the workload for that year.

H. Termination:

Any termination of a regular employee for inadequate performance shall be with notice of termination as of the end of the next succeeding academic quarter. This period will be considered a probationary period and the employee shall be provided with a suggested program that outlines methods to achieve improvement in his/her performance. If the employee satisfactorily completes the suggested program within such period, he/she will be returned to regular status. If the employee does not satisfactorily complete the suggested program within such period and is terminated for inadequate performance, employment and pay shall terminate as of the end of the quarter. This provision shall be inapplicable to termination for just cause other than inadequate performance.

ARTICLE 8

RETRENCHMENT

A. Reasons for Retrenchment

For purposes of this Article, retrenchment is a reduction in personnel which the College deems necessary because of such causes, by way of illustration, as a lack of financial resources, budget defeat resulting in reduced financial resources, program changes, or substantially declining enrollment either in the College or in a particular program.

B. Association Involvement:

When the College determines that retrenchment is necessary, but prior to its implementation, the College shall schedule a meeting with the Association to discuss the situation and possible alternatives. If the College still determines retrenchment is necessary, the College shall schedule a meeting with the Association to discuss implementation procedures.

C. Layoff Order:

If the College, after the meetings pursuant to Section B. above, determines that retrenchment is necessary, the affected personnel and the Association shall be notified and retrenchment shall be made as the College determines to be in the interests of the overall program. Within each program, the College will, to the extent feasible, lay off employees within each program in the following order:

1. Less than half time
2. Temporary
3. Probationary
4. Regular

"Program" shall mean community education, student services, or a recognized academic or vocational discipline.

D. Seniority and Qualifications:

With respect to the application of Section C. above, retrenchment shall be made in the inverse order of length of continuous service from the most recent date of employment at the College, provided the remaining employees, in the judgment of the Board, meet predetermined qualifications as established by the Board of Education, and are fully qualified to teach the remaining courses and/or perform the remaining duties.

The Board of Education will establish the minimum qualifications for each position in the bargaining unit by November 1 of each year. An exercise of the Board's judgment under this section shall be subject to review by referral to the procedures of Article 6 on written notice to the College by the employee subject to layoff within ten (10) days of notice of layoff. The judgment of the Board shall be subject to reversal only if it is established that the College failed to follow the procedures outlined herein, that the Board's decision is not supported by substantial evidence in the record as a whole, or that the Board's decision is violative of ORS Ch. 341.

For the purpose of determining seniority, all authorized leaves shall be considered as time worked. Persons who are employed by the College outside the bargaining unit shall retain bargaining unit seniority but shall not accrue additional bargaining unit seniority while they are outside the bargaining unit.

E. Notice:

Employees to be retrenched shall be given as much notice as is feasible prior to the time the retrenchment is to occur. In no event will such notice be less than three (3) months prior to retrenchment and removal from the payroll.

F. Recall:

Employees affected by retrenchment shall have recall rights within a program for two (2) years and shall be recalled in inverse order of being laid off provided they are qualified to perform the assignment to which they are being recalled. An employee declining recall shall forfeit further recall rights.

G. Fringe Benefits:

A faculty member on layoff status shall be able to continue, at his/her own expense fringe benefit coverage if such coverage is available while on layoff status.

H. Association Rights:

The Treasure Valley Education Association will be provided with a layoff list as well as announcements of staff openings and copies of all communications to faculty related to retrenchement.

ARTICLE 9

EVALUATIONS

A. Purpose:

Both the College and the Association agree that the purpose of the evaluation procedure will be:

1. To seek methods for the improvement of instruction
2. To provide for formalized recognition of staff accomplishments
3. To provide staff members a means for identifying their growth and professional development
4. To assist staff members in identifying specific strengths and weaknesses, and to assist in the development of procedures for correcting weaknesses
5. To help identify individual and inservice training requirements
6. To provide continuing documentation for pay and promotional actions or to determine whether an employee's employment should be continued

B. Procedures:

Nothing in this section shall be construed to limit the number of evaluative techniques that may be used, or to prevent individual departments from developing independent procedures so long as such procedures are consistent with the purposes defined in Section A. of this article.

C. Number of Evaluations:

The College shall evaluate the performance of each member of the bargaining unit at least one (1) time each year.

D. Annual Evaluation:

An annual evaluation shall be in writing and shall be completed prior to March 1. If a checkoff rating sheet is used, it shall also include written explanations of the reasons for the rating.

E. Rebuttal:

The member shall be provided a written copy of each evaluation, and shall be afforded the opportunity to respond in writing to any evaluations made. If the member chooses to respond, then the response will be attached to the evaluation prior to the time it is placed in the personnel file. In either event, the employee agrees to sign the evaluation.

F. Absence of an Evaluation:

The absence of an annual evaluation shall not be the basis for depriving a bargaining unit member of any contractual right.

ARTICLE 10

PERSONNEL FILES

A. Official File:

The College shall maintain an official personnel file for each member.

B. File Contents:

The file shall contain copies of evaluations, commendations, letters, and other materials deemed appropriate by the College. All entries must be dated and signed by the submitting party.

C. Procedures:

Any materials placed in the personnel file shall be placed within a reasonable period of time and the member shall be notified within ten (10) working days and allowed to respond. Any written response of the member shall be placed in the personnel file, provided that the response is received by the College within fifteen (15) working days following the date of employee notification.

D. Confidentiality:

The personnel file shall be open for inspection by the member and such other persons as are officially designated by the College or the member.

E. Placement File:

Materials that are obtained confidentially by the College during the employing process shall not be made a part of the personnel file.

F. Expunged Materials:

Materials may be expunged from the file by mutual consent of the College and the employee.

G. Dated Materials:

No materials in the personnel file more than five (5) years will be used in any proceeding conducted pursuant to the terms of this Agreement.

ARTICLE 11

INSTRUCTIONAL AUTHORITY

A. Academic Freedom:

Subject to regular evaluation procedures, each instructor will be given the responsibility to determine classroom discussion and method of presentation of the subject he/she teaches.

B. Selection of Materials:

Subject to state guidelines relative to course description and the approval of the dean, instructors may select the appropriate textbooks and other instructional or informational materials for their subjects.

C. Grading:

The instructor shall maintain the first right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with the instructor.

ARTICLE 12

INSURANCE

A. Group Insurance:

The College agrees to continue to pay the premiums for the following group insurance programs for each full-time member of the bargaining unit.

1. The College will provide hospital-medical insurance for the employee and family. Any employee whose spouse is employed by the College and who elects dependent status or whose spouse provides comparable hospital-medical insurance through another employer and who declines coverage shall receive twenty-five dollars ($25.00) per month in-lieu-of hospital-medical coverage under this Agreement.
2. The College will provide life insurance for the employee.
3. The College will provide accidental death and dismemberment insurance for the employee.
4. The College will provide life insurance for dependents.
5. The College will provide OEA CHOICE Dental Care Plan B through the Oregon Dental Service, with orthodontic rider, for each employee and his/her eligible dependents.
6. The College will provide long-term disability replacement income for all employees in the bargaining unit.

Employees in the bargaining unit employed less than full time will be entitled to a pro rata portion of full-time fringe benefits and, if such benefits are elected, shall be responsible for the remaining portion of composite premium rates.

B. Modifications:

Any change in the insurance programs during the term of this Agreement shall be after prior consultation with and the mutual consent of the Association and the College.

ARTICLE 13

EDUCATIONAL BENEFITS

A. Tuitions:

The College agrees to waive tuition for any employee or member of his/her immediate family who enrolls in classes at Treasure Valley Community College.

B. Procedures:

Arrangements for a member to take classes must be made in advance through the office of the College president and a member may enroll for no more than six (6) quarter hours during any academic quarter. Fees shall be paid per existing policy.

C. Professional Improvement:

The College shall provide an amount equal to one-half (1/2) the average bachelor's column base salary for educational activities as approved by the Professional Improvement Committee. The Professional Improvement Committee shall consist of two (2) faculty members appointed by the Association and two (2) College employees who are not members of the bargaining unit and who are appointed by the College president.

ARTICLE 14

LEAVES WITHOUT PAY

A. General Leave:

An employee shall be granted a general leave of absence without pay for up to one (1) year if in the judgment of the College the particular educational program for which the employee is responsible will not be adversely affected by his/her absence. A one (1) year leave may be renewed for an additional year if such leave is for approved educational purposes. Requests for such leaves shall be submitted to the appropriate dean in writing and must include a detailed explanation of the reason of the requested absence.

B. Maternity Leave:

Maternity leave without pay as determined to be medically necessary on recommendation of an employee's physician shall be granted. Maternity leave may also be requested for up to six (6) months from the date of delivery where, in the judgment of the College, extended leave will not adversely affect the educational program. Employees who take maternity leave after completion of at least two (2) terms of an academic year will receive credit for a proportional year of teaching experience; however, time spent on maternity leave may not be applied toward the completion of the probationary period.

C. Benefits:

During leaves without pay which exceed one (1) month in duration the employee shall not accrue any benefits; however, arrangements may be made by the employee with the College to assume personal responsibility for the costs of group insurance benefits, if approved by the insurance carrier, for the duration of such leave.

ARTICLE 15

PAID LEAVES OF ABSENCE

Employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

A. Professional:

The College agrees to continue the practice of providing leave days without reduction in pay for attendance by instructors at meetings or conferences of an educational nature as approved in advance by the appropriate administrator.

B. Legal:

1. Instructors required to serve on jury duty will be given leave without reduction in pay for such purposes, but must turn over to the College compensation they receive as a juror, excluding mileage and expenses.

2. Employees appearing in court on their own behalf will be responsible for securing a replacement or for otherwise covering his/her educational responsibilities. If a substitute is hired, the cost of such substitute will be deducted from the employee's salary.

C. Bereavement:

1. In the case of death in the employee's immediate family, the employee shall be granted such time as is required, up to three (3) working days of leave with pay, for the purposes of attending the funeral or making the necessary arrangements. Up to an additional five (5) working days may be granted when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements, which shall be deducted from accrued but unused sick leave.

2. For the purposes of this article, immediate family shall include: parents, children, spouse, present mother-in-law or father-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, or dependents who live in the household.

3. The employee shall provide the earliest possible notice of his/her return to duty. He/she may be required to submit a written validation of the reason for the leave.

D. Personal Business or Emergency:

An employee shall be granted up to two (2) days of personal leave with pay each year, providing a satisfactory explanation is provided in a written request to the immediate supervisor which shall be kept confidential by the supervisor. The employee states in the request that such leave is to be taken for important personal business that cannot be conducted outside of regular working hours. The request will be submitted to the employee's immediate supervisor in sufficient time to allow for rescheduling of responsibilities if necessary, except in the case of a bona fide emergency in which event approval may be granted after the leave is taken.

E. Professional Development:

1. Employees shall be eligible for professional development leave after having completed six (6) years of continuous service at the College; however, each member shall be limited to not more than one (1) year of leave during any ten (10) year period.

2. Professional development leaves shall be granted for the purpose of educational travel and/or advanced study which would be of direct benefit to the educational program and the quality of instruction for which the instructor is responsible. Criteria for qualification and procedures for the application of such criteria shall be determined by the Professional Development Committee. An amount equal to one-half (1/2) of the salary of the highest paid faculty member shall be allocated for professional development leave each year.

3. Compensation for employees who are granted professional development leave will be as follows:

   a. Seventy-five percent (75%) for a leave of one (1) quarter

   b. Sixty percent (60%) pay for a leave of two (2) quarters

   c. Fifty percent (50%) pay for a leave of a full academic year

4. Professional development leave applications must be completed and submitted in writing to the requesting employee's immediate supervisor not later than two (2) academic terms preceding the date for which the leave is requested. The supervisor will comment upon the merit of the application and will forward it within ten (10) days to the Professional Development Committee.

5. Prior to the time an approved professional development leave is to begin, the employee shall sign an agreement with the College that upon completion of the leave he/she will return to the employ of the College for at least two (2) additional years. The College agrees that such employment will be of at least equal status to that held prior to the leave. In the event the employee fails to return to the employ of the College, he/she may be required to return any or all of the compensation received from the College during the period of the leave. If he/she returns for less than two (2) years, he/she may be required to return a prorated portion of the compensation received during his/her leave.

6. Employees returning from professional development leave will be placed on the salary schedule in the same position as that which would have been earned had the leave not occurred.

7. The Professional Development Committee shall consist of three (3) faculty members appointed by the Association and three (3) administrators appointed by the College president.

F. Sick Leave:

1. A faculty member shall accumulate sick leave at the rate of one (1) day per month of work to a maximum of up to twelve (12) days per year. Sick leave shall be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made whenever a member is incapacitated due to sickness or accident on any of his/her contracted working days.

2. There will be no limitation on accumulation of sick leave days. New members will be able to transfer one-half (1/2) of their accumulated sick leave up to fifty (50) days if immediate previous employment was at another school district or community college in the state of Oregon and if the employee was in continuous employment.

ARTICLE 16

GENERAL PROVISIONS

A. Employee Rights:

Employees shall have the right to form, join, and participate in the activities of the Association or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either the College or the Association by reason of the exercise of such right except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to represent himself/herself individual personal matters or to adjust his/her own grievances, provided that the Association, upon request, shall be entitled to be present and, provided further, that any such adjustment shall not be inconsistent with the terms of this Agreement.

B. Board Rights:

The parties jointly recognize that as elected officials the Board of Directors of the College is directly responsible to the citizens of the District and the public generally for performance of the functions and services provided by the College. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Board of Directors must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, existing or future. It is agreed, however, that no work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements or Oregon law will always be paramount. All work rules which have been or shall be reduced to writing will be furnished to the Association and to affected employees.

ARTICLE 17

SALARY

A. Schedule Index:

The College and the Association agree that the salary schedule index below shall be the official salary schedule for all employees in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the College.

LEVELS:	I	II	III
STEP	Less than BA	BA	MA
0	0.900	1.000	1.150
1/2	0.932	1.032	1.182
1	0.964	1.064	1.214
1 1/2	0.996	1.096	1.246
2	1.028	1.128	1.278
2 1/2	1.060	1.160	1.310
3	1.092	1.192	1.342
3 1/2	1.124	1.224	1.374
4	1.156	1.256	1.406
4 1/2	1.188	1.288	1.438
5	1.220	1.320	1.470
5 1/2	1.252	1.352	1.502
6	1.284	1.384	1.534
6 1/2	1.316	1.416	1.566
7	1.348	1.448	1.598
7 1/2	1.380	1.480	1.630
8	1.412	1.512	1.662
8 1/2	1.444	1.544	1.694
9	1.476	1.576	1.726
9 1/2	1.508	1.608	1.758
10	1.540	1.640	1.790
10 1/2	1.572	1.672	1.822
11	1.604	1.704	1.854
11 1/2	1.636	1.736	1.886
12	1.668	1.768	1.918
12 1/2	1.700	1.800	1.950
13	1.732	1.832	1.982
13 1/2	1.764	1.864	2.014
14	1.796	1.896	2.046
14 1/2	1.828	1.928	2.078
15	1.860	1.960	2.110
15 1/2	1.892	1.992	2.142
16	1.924	2.024	2.174
16 1/2	1.956	2.056	2.206

B. Base Salary:

1. The index base salary shall be $14,812 effective July 1, 1986.
2. The index base salary shall be $15,108 effective July 1, 1987.
3. The index base salary shall be $15,561 effective July 1, 1988.

C. Salary Placement and Advancement:

1. Any employee without a bachelor's or master's degree shall be placed on Level I.
2. Any employee with a bachelor's degree or the equivalent of a journeyman's rating with four (4) years of work experience outside of TVCC shall be placed on Level II.
3. Any employee with a master's degree or the equivalent of a journeyman's rating with ten (10) years of work experience outside of TVCC shall be placed on Level III.
4. New employees shall receive credit for up to five (5) years of prior work experience (a total of up to a maximum of ten [10] half [1/2] steps), as follows:
    a. Each year of college teaching experience shall be worth two (2) half (1/2) steps.
    b. Each year of teaching experience in kindergarten through grade 12 shall be worth one (1) half (1/2) step.
    c. Each year of related work experience in the trade or professsion taught (not including military or research assistantships) shall be worth one (1) half (1/2) step.
5. Notwithstanding any other provision in this Agreement, additional steps may be awarded to a prospective faculty member, if in the sole judgment of the Board, it is necessary to meet competition or fill unusual openings on the staff.
6. All work experience for initial placement of new employees shall be accumulative with a nine (9) month academic year equal to one (1) year of experience.
7. Effective September 1 of each year, all employees, except those above Step 14 shall receive two (2) half (1/2) step increases. Any employees above step 14 shall receive one (1) half (1/2) step increase. The schedule set forth in Article 17, Section A. shall consist of a maximum of 16 1/2 steps. Increment under this section will expire with this agreement.

8. Employees on Level III shall receive additional step increases for education courses or courses in subject related fields. All courses must be graduate level unless the employee receives prior College approval.

   a. Employees shall receive one (1) half (1/2) step for every twelve (12) full credit yours earned in excess of those required for Level III placement.

   b. Once an employee has received increases for sixty (60) credit hours, then he/she shall receive one (1) half (1/2) step for every twenty-four (24) full credit hours earned.

D. Miscellaneous:

1. The College shall pay the employee contribution to the Public Employes Retirement System for all eligible employees.

2. Employees in the bargaining unit employed less than full time will be paid a pro rata portion of the full-time salary.

3. Members employed beyond the standard contract period shall be compensated at the rate of ten percent (10%) of their standard contract salary per additional month of employment.

4. Instructors who teach summer session shall be paid twenty percent (20%) of their standard contract salary for the summer session.

E. Department Chairs:

Department chairs shall receive additional compensation based on the number of staff who are employed one-half (1/2) or more of a full-time workload in each respective area as follows:

Number of Staff	Additional Compensation
2	$600
3	$900
4 or 5	$1,200
6 or more	$1,500

Effective July 1, 1986, July 1, 1987, and July 1, 1988, the foregoing amounts will be increased by two percent (2%), two percent (2%), and three percent (3%) respectively.

ARTICLE 18

FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement are subject to established annual budget procedures and in certain circumstances by vote of the citizens of the District. All such wages and benefits are therefore contingent upon sources of revenue, approval pursuant to established budget procedures, and, where applicable, annual voter budget approval. The College does not guarantee any level of employment in the bargaining unit covered by this Agreement or the continuation of any program. The College agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE 19

WORKLOAD

A. Weekly Workload:

The normal weekly workload for full-time instructional faculty shall be fifteen (15) credit hours or twenty-two (22) contact hours. However, the workload for full-time developmental education instructors shall be twenty-five (25) contact hours. The College may convert weekly contact hours to the equivalent quarterly clock hours.

B. Involuntary Overload:

Involuntary annual overloads in excess of forty-seven (47) credit hours or sixty-nine (69) contact hours shall be compensated on a proration of the contracted salary. In the event an instructor exceeds the limits, he/she shall be compensated for all hours in excess of forty-five (45) credit hours or sixty-six (66) contact hours. Developmental education instructors shall be paid an overload if their annual workload exceeds seventy-eight (78) contact hours and in such event shall be compensated for all hours in excess of seventy-five (75).

C. Underload:

If an instructor's student loads are relatively low, the instructor may voluntarily agree to an overload without additional compensation. If during any term an instructor has more than one (1) class with less than six (6) students and the average class size is less than ten (10) students, then the College may require the instructor to teach one (1) additional class without overload compensation. Instructors who voluntarily agree to teach community education and short-term training courses will not receive overload pay.

D. Voluntary Overload:

Instructors who voluntarily accept an overload shall be compensated on a prorated basis at sixty-five percent (65%) of their contracted salary. Such overload shall be paid each term.

ARTICLE 20

EARLY RETIREMENT

A. Eligibility:

Subject to Board approval, full-time employees age fifty-five (55) or older with fifteen (15) consecutive years of full-time service or twenty (20) years of service regardless of age, are eligible for early retirement. The term "consecutive" shall be defined to include any College approved leave with or without pay. The option for early retirement ceases at age sixty-five (65). An employee who retires under this article forfeits future rights to full-time employment at Treasure Valley Community College.

B. Notice:

The employee shall provide notice to the college of his/her intent to retire at least ninety (90) days prior to June 30 or December 31, whichever date he/she elects. Such notice may be waived by mutual consent.

C. Benefits:

1. The retired employee will receive pay of one and one-half percent (1 1/2%) of final annual salary per month for four (4) years.
2. The retired employee may participate in College insurance programs provided to full-time employees by paying premiums.
3. All retired employees may participate in part-time employment such as consulting, teaching, curriculum development, and/or other speciality areas needed by the College.
4. All retired employees may attend College functions at no cost, excluding functions that provide meal service.
5. All retired employees may attend College classes on a space available basis with the tuition being waived.

ARTICLE 21

TERMINATION AND REOPENING

A. Effective Date:

This Agreement shall be effective as of the first day of July 1986, and shall remain in full force and effect without reopening or further bargaining on any subject which was or might have been raised for collective bargaining, until June 30, 1989

B. Negotiations of Successor Agreement:

This Agreement may be reopened upon written notice of intent to modify or terminate effective July 1, 1989, which is served on the other party during the period October 1, 1988, to October 31, 1988. In the event of such notice, the parties shall commence negotiations not later than November 15, 1988, and will attempt to complete negotiations prior to February 1, 1989. Absent such notice of intent to modify or terminate, this Agreement shall automatically renew for a period of one (1) year from July 1, 1989, or from July 1 of any subsequent year.

Dated this _____ day of ________________, 19___.

TREASURE VALLEY COMMUNITY COLLEGE	TREASURE VALLEY EDUCATION ASSOCIATION
By_______________________	By_______________________

ERIC Clearinghouse for
Junior Colleges JUL 8 1988